

Memorandum



Date: May 18, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

Amended
Agenda Item No. 14(A)(5)

From: Daniella Levine Cava
Mayor

A handwritten signature in cursive script that reads "Daniella Levine Cava".

Resolution No. R-521-21

Subject: Recommendation for Approval to Award a Bid Waiver Contract: Contracts No. D-10112A/B/C/D: Security Guard Services for Special Taxing Districts

This substitute differs from the original item to: (1) reflect that Living Wage applies under the Applicable Ordinance Section of the Mayoral memorandum; and (2) update the four contracts accompanying the item so that the minimum requirements for Level 3 Security Guards comply with R-1071-16.

Recommendation

It is recommended that the Board of County Commissioners (Board) waive formal bid procedures pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the Miami-Dade County Code by a two-thirds vote of the Board members present and award *Contracts No. D-10112A/B/C/D, Security Guard Services for Special Taxing Districts*, for a five-year term, with one five-year option to renew term for the Parks, Recreation and Open Spaces Department (PROS). The current contracts, RFP-716-3(3) and RFP-717-3(3), *Security Guards Services for Special Taxing Districts*, were awarded by the Board on November 15, 2011, through Resolutions No. R-959-11 and R-960-11, respectively, each for a two-year term, with three, two-year option to renew terms. These contracts were extended under delegated authority for six months, as well as by the Board for one year through Resolutions No. R-848-20 and R-849-20, respectively, to continue to provide security guard services.

Background

On January 19, 1988, the Board through Resolution No. R-7-88, authorized waiver of formal bid procedures in connection with security guard services for existing and future Special Taxing Districts. It also authorized the use of an alternate selection procedure to procure these services in order to allow participation from Special Taxing Districts' Homeowners Associations (HOAs). The County collects non ad-valorem assessments from the Special Taxing Districts to pay the contracted security guard firms for their services.

Notwithstanding Resolution R-7-88, on June 21, 2019, the County issued a competitive Request for Proposals, RFP-01261, to obtain proposals from vendors capable of providing the required security guard services. On August 31, 2020, the Board, through Resolution No. R-850-20, rejected all proposals. Following the rejection, the HOAs expressed a desire to have more inclusion in the evaluation of any future proposals and selection process of the vendors. On November 3, 2020, the County used an alternate process to issue a Request for Profiles in BidSync to obtain profiles from vendors with experience and capacity to provide the security guard services for the Districts. The County received responses from 21 vendors, of which 14 have local addresses. Over 6,000 vendors were notified via BidSync, of which 136 viewed the solicitation, and 31 downloaded the solicitation.

In lieu of holding evaluations by a Competitive Selection Committee, the County prepared a detailed comparative matrix of the 21 profiles received. The matrix, including all findings from the due diligence review, and all profiles received, were provided to the Special Taxing Districts' HOAs/Representatives on December 4, 2020 for their review and selection of a vendor for their district. The HOAs/Representatives were allowed up to 60 days to confirm the level of service required for their respective Districts after considering the cost implications and submit in writing the name of one firm, from the profiles provided, to initiate the negotiation process. The matrix and a survey was issued to all residents of North Bay Island, the only District without a HOA, to select a vendor for their district. North Bay Island residents and the HOA representatives provided

their responses in writing with their recommendations. Award is being recommended to four firms G4S Secure Solutions (USA) Inc., Kent Security Services, Inc., Security Alliance LLC, and Universal Protection Service, LLC dba Allied Universal Services, LLC), after taking into consideration the feedback provided by all Districts, and by the majority of the North Bay Island residents who responded to the County's survey. A listing of the firm selected for each District is included below:

Firm Selected	Special Taxing District(s) Represented
G4S Secure Solutions (USA), Inc.	Star Island
Kent Security Services, Inc.	Coventry Enchanted Lake Gables by the Sea Highland Gardens Highland Lakes Morningside North Dade Country Club/Andover Oak Forest
Security Alliance, LLC	Belle Meade North Bay Island
Universal Protection Service, LLC dba Allied Universal Security Services, LLC	Belle Meade Island Entrada Four Way Lodge Estates Keystone Point Sabal Palm

This item is being presented for Board approval as a bid waiver because the County used an alternate solution to procure the services. Competition for these services was not practicable, as an open and competitive procurement would have precluded the Districts' HOAs/Representatives from having input in the vendor selection process for their districts. Accordingly, it is in the County's best interest to award this Bid Waiver contract pursuant to Section 2-8.1(b)(1) of the County Code to ensure continuous security guard services for the Special Taxing Districts. Going forward, the Internal Services Department will work with the County Attorney's Office to refine the security guard vendor selection process within the Special Taxing Districts.

Scope

The impact of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the five-year term is \$25,145,325. Should the County choose to exercise the one, five-year option to renew term, the cumulative allocation of the contract will be \$50,290,650. The funding source for the contracts is derived from the residents of the Special Taxing Districts. The current contracts have an existing cumulative allocation of \$71,144,443 for a nine-year and six-month term and will expire on May 31, 2021. The allocation under the replacement contracts is lower than the current contracts on an annual basis due to the reduction in the number of Districts and guardhouses serviced. There were initially 44 guardhouses between both contracts, but it has been reduced to 25.

The following is a breakdown of the award values for the recommended vendors for the initial five-year term:

1. G4S Secure Solutions (USA), Inc. - \$1,199,828
2. Kent Security Services, Inc. - \$14,747,460
3. Security Alliance, LLC. - \$2,117,000
4. Universal Protection Services, LLC d.b.a. Allied Universal Security Services - \$7,081,037

Department	Allocation	Funding Source	Contract Manager
Parks, Recreation and Open Spaces	\$25,145,325	Proprietary Funds/ Special Taxing Assessments	Suzanne Torano
Total	\$25,145,325		

Track Record/Monitor

Dr. 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 contracts, during the initial term, including any cancellation and extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38. The one, five-year option to renew term will be presented to the Board for approval and further delegation of authority under a separate agenda item.

Vendors Recommended for Award

Pursuant to Resolution No. R-477-18, three of the vendors recommended for award have local addresses and two vendors do not. None of the vendors are certified Small Business Enterprises. As previously noted, the vendors are being recommended for award pursuant to the recommendations of the HOAs/Representatives of the Districts.

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal	Awarded Special Taxing District(s)
			1) Miami-Dade 2) Percentage*		
G4S Secure Solutions (USA), Inc.	1395 University Boulevard Jupiter, FL	None	643 1%	Drew M. Levine	Star Island
Kent Security Services, Inc.	14600 Biscayne Boulevard North Miami Beach, FL	Same	405 82%	Gil Neuman	Coventry Enchanted Lake Gables by the Sea Highland Gardens Highland Lakes Morningside North Dade Country Club/Andover Oak Forest
Security Alliance, LLC	8323 NW 12 Street, Suite 218 Doral, FL	Same	475 72%	William Murphy	Belle Meade North Bay Island
Universal Protection Service, LLC dba Allied Universal Security Services, LLC	1551 N Tustin Avenue Number 650 Santa Ana, CA	7200 Corporate Center Drive, Suite 600 Miami, FL	3,548 2%	Steven S. Jones	Belle Meade Island Entrada Four Way Lodge Estates Keystone Point Sabal Palm

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to a vendor's total workforce.

Vendors Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
Andy Frain Services, Inc.	No	Vendor withdrew taking exceptions to Indemnification Clause language
American Guard Services	No	Vendors were not recommended by HOAs or a majority of the residents of North Bay Island
DECO International Security Corporation	Yes	
Denson Protective Services Corporation	Yes	
Dynamic Integrated Security, Inc.	No	
Feick Security Corporation	Yes	
FPI Security Services	No	
Jurney & Associates, Inc.	Yes	
Monarch Global Security	Yes	
Pack Plus, Inc.	Yes	
Pro-Secur	Yes	
Regions Security Services, Inc.	Yes	
Safeway Services Group, Inc.	No	
SFM Services, Inc.	Yes	
St. Moritz Security Services, Inc.	Yes	
Sunstates Security, LLC	No	
Vista Security Services dba Buena Vista Security and Protection Agency LLC	Yes	

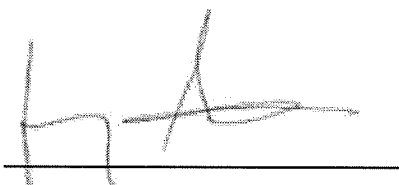
Due Diligence

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 are no adverse findings relating to Contractors' 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 contracts reflect the County's and Special Taxing Districts' 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.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision applies.
- The Small Business Enterprise Selection Factor and the Local Preference do not apply.
- The Living Wage applies.



Jimmy Morales
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: May 18, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Amended
Agenda Item No. 14(A)(5)

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 Daniella Lene Carr Mayor
Veto _____
Override _____

Amended
Agenda Item No. 14(A)(5)
5-18-21

RESOLUTION NO. R-521-21

RESOLUTION AUTHORIZING WAIVER OF FORMAL BID PROCEDURES PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1 OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT AND AWARDING CONTRACTS NO D-10112A, D-10112B, D-10112C, AND D-10112D FOR THE PURCHASE OF SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS FOR A FIVE-YEAR TERM FOR AN AMOUNT NOT TO EXCEED \$25,145,325.00, SUBJECT TO THE DELETION OF THE FIVE-YEAR OPTION TO RENEW PERIOD IN ARTICLE 5 OF EACH OF THE CONTRACTS AND SUBJECT TO THE AGREEMENT OF THE SECURITY GUARD COMPANIES, CONSISTING OF \$7,081,037.00 TO UNIVERSAL PROTECTION SERVICE, LLC. DBA ALLIED UNIVERSAL SECURITY SERVICES, LLC (D-10112A), \$1,199,828.00 TO G4S SECURE SOLUTIONS (USA), INC. (D-10112B), \$14,747,460.00 TO KENT SECURITY SERVICES, INC. (D-10112C), AND \$2,117,000.00 TO SECURITY ALLIANCE LLC (D-10112D) FOR THE PARKS, RECREATION AND OPEN SPACES DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACTS, INCLUDING ANY CANCELLATION 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:

Section 1. This Board finds it is in the best interest of Miami-Dade County to waive formal bid procedures pursuant to section 5.03(D) of the Home Rule Charter and section 2-8.1(b)(1) of the Code of Miami-Dade County by two-thirds (2/3) vote of the Board members

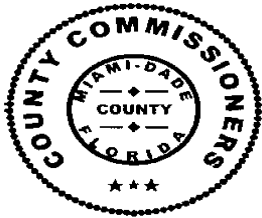
present and award Contracts No D-10112A, D-10112B D-10112C AND D-10112D for the purchase of security guard services for special taxing districts for a five-year term for an amount not to exceed \$25,145,325.00, in substantially the form attached hereto and made a part hereof, subject to the deletion of the five-year option to renew period in Article 5 of each of the contracts and subject to the agreement of the security guard companies, consisting of \$7,081,037.00 to Universal Protection Service, LLC dba Allied Universal Security Services, LLC. (D-10112A), \$1,199,828.00 to G4S Secure Solutions (USA), Inc. (D-10112B), \$14,747,460.00 to Kent Security Services, Inc. (D-10112C), and \$2,117,000.00 to Security Alliance LLC (D-10112D) for the Parks, Recreation and Open Spaces Department.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to exercise all provisions of the contracts, including any cancellation 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 **Oliver G. Gilbert, III** , who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of May, 2021. 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

By: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to be "AB", is written over a horizontal line.

Angela F. Benjamin

Security Guard Services for Special Taxing Districts
Contract No. D-10112A

Special Taxing District Assignments
Belle Meade Island
Entrada
Four Way Lodge Estates
Keystone Point
Sabal Palm (Roving Patrol Only)

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Universal Protection Service, LLC dba Allied Universal Security Services, a corporation organized and existing under the laws of the State of Florida, having its principal office at Eight Tower Bridge, 161 Washington St., Suite 600, Conshohocken, PA 19428 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County") (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; Miami-Dade County's Designated Purchase No. D-10112 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written profile dated November 17, 2020, hereinafter referred to as the "Contractor's Profile" 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 "**Central Dispatch Center**" to mean a base station/office where personnel employed by the Proposer have the capacity to communicate with contracted security staff, monitor telephone calls, radios, faxes and employees.
- b) The word "**Contract**" to mean collectively the terms and conditions, the Scope of Services, all other appendices and attachments hereto, all amendments issued hereto, D-10112 and all associated addenda, and the Contractor's Proposal.
- c) The word "**Contractor**" to mean the firm that receives any award of a Contract from the County as a result of this Solicitation, and its permitted successors.
- d) The word "**County**" to mean Miami-Dade County, a political subdivision of the State of Florida.
- e) The words "**County Project Manager**" to mean the staff person designated by the County to manage the contract and monitor the performance and delivery of services under the contract.
- f) The word "**District(s)**" to mean the Special Taxing Districts.
- g) The word "**Post**" to mean the physical location where a contracted security staff person is assigned to work his/her shift.
- h) The words "**Post Log Book**" to mean a chronological written report of the daily activities of a security officer assigned to a particular post. This book contains information on all the activities or events that the security officer is engaged in or that come to his/her attention.
- i) The words "**Post Orders**" to mean general and specific duty assignments required for each post.
- j) The word "**Profile**" to mean the properly signed and completed written submission in response to this solicitation by a Contractor for the Services, and as amended or modified through negotiations.
- k) The word "**Services**" to mean Scope of Services, which details the work to be performed by the Contractor(s).
- l) The words "**Contractor's Project Manager**" to mean person designated by the Contractor and approved by Miami-Dade County to administer the Contract.
- m) The word "**Shift**" to mean the number of hours normally assigned to work at a post as may be modified based on need.
- n) The word "**Subcontractor**" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor(s) to furnish labor, or

labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor(s).

- o) The words "**Work**", "**Services**", "**Program**", or "**Project**" to mean all matters and things that will be required to be done by the Contractor(s) in accordance with the Scope of Services and the terms and conditions of this Agreement.

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 46 of this Agreement, 2) the Scope of Services, 3) the Miami-Dade County's Contract D-10112 and any associated addenda and attachments thereof, and 4) the Contractor's Profile.

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 and shall continue through the last day of the 60th month. The County may 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
Parks, Recreation and Open Spaces Department
Special Taxing Districts Division
111 N.W. 1st Street, Suite 1510
Miami, FL 33128-1974
Attention: Division Chief
Phone: (305) 375-2702
E-mail: (305) 375-3338

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

Allied Universal Security Services
7200 Corporate Center Drive, Suite 600
Miami FL 33126
Attention: Taylor McDonald
Phone: (305) 262-7123
E-mail: taylor.mcdonald@aus.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. PERFORMANCE BOND

Contractor shall provide a Performance Bond in the amount of 10% of the total agreed upon annual (52 week) contract price for Services. 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 may 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 annual price. If the Contractor fails to deliver the initial Performance Bond within the 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 proposal guarantee.

ARTICLE 8. 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 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. The initial negotiated prices shall prevail until the first Living Wage adjustment is considered.

The County may consider a request from the Contractor for a price adjustment only to applicable hourly, billable positions, at such time that there is an increase in the Living Wage, in accordance with the Living Wage Ordinance effective October 1st of each year. The Living Wage adjustment under this contract shall not be considered until October 2021. It is the Contractor's responsibility to request any pricing adjustment under this provision for the Living Wage. Any price adjustment to the hourly rates herein cannot exceed the Living Wage increase percentage amount for that fiscal year.

ARTICLE 10. LIVING WAGE/SUPPLEMENTAL GENERAL AGREEMENT

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

ARTICLE 11. 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
Finance Department
c/o Miami Dade PROS Department
Attention: Shared Services Payable Unit
111 NW 1st Street, 26th FL
Miami, Florida 33128

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

ARTICLE 12. INDEMNIFICATION AND INSURANCE

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

The Contractor 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 Contractor as required by Florida Statute 440.
- B. Commercial General Liability including Products/completed operations in an amount not less than \$1,000,000 per occurrence, \$5,000,000 in the aggregate. No exclusion for assault and battery. **Miami-Dade County must be shown as an additional insured.**
- C. Automobile Liability Insurance, covering all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit.
- D. Professional Liability in an amount not less than \$3,000,000 per occurrence, \$3,000,000 in the aggregate.
- E. Umbrella or excess liability insurance in an amount not less than \$2,000,000 per occurrence \$2,000,000 in the aggregate.

These coverage requirements are for unarmed security services only.

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 if 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. 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 26); 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 25(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 26. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, including but 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 37, Conflict of Interest, 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 27. 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 28. 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 29. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation,

software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 30. CONFIDENTIALITY

- a) All materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute confidential information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such confidential information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such confidential information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the confidential information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the confidential information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any

such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 31. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, 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 32. PROPRIETARY RIGHTS

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

- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in this Article 32, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 33. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, 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. <i>Miami-Dade County Ownership Disclosure Affidavit</i>
(Section 2-8.1 of the Code of Miami-Dade County) | 5. <i>Miami-Dade County Debarment Disclosure Affidavit</i>
(Section 10.38 of the Code of Miami-Dade County) |
| 2. <i>Miami-Dade County Employment Disclosure Affidavit</i>
(Section 2-8.1(d)(2) of the Code of Miami-Dade County) | 6. <i>Miami-Dade County Vendor Obligation to County Affidavit</i>
(Section 2-8.1 of the Code of Miami-Dade County) |
| 3. <i>Miami-Dade County Employment Drug-free Workplace Certification</i>
(Section 2-8.1.2(b) of the Code of Miami-Dade County) | 7. <i>Miami-Dade County Code of Business Ethics Affidavit</i>
(Sections 2-8.1(l), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County) |
| 4. <i>Miami-Dade County Disability and Nondiscrimination Affidavit</i>
(Section 2-8.1.5 of the Code of Miami-Dade County) | 8. <i>Miami-Dade County Family Leave Affidavit</i> |

(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)
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)
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 34. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices

and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. 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 35. FEDERAL, STATE, AND LOCAL 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 36. 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 37. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 38. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

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

ARTICLE 39. BANKRUPTCY

The County 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 40. GOVERNING LAW

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

ARTICLE 41. COUNTY USER ACCESS PROGRAM (UAP)**a) User Access Fee**

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 26 of this Contract.

ARTICLE 42. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds itself.

ARTICLE 43. LEINS

The Contractor is prohibited from placing a lien on County property. This prohibition shall apply to all Subcontractors.

ARTICLE 44. FIRST SOURCE HIRING REFERRAL PROGRAM

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

ARTICLE 45. 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 46. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

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

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

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

ARTICLE 47. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

ARTICLE 48. SURVIVAL

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

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

Contractor

Miami-Dade County

Universal Protection Service LLC
d/b/a Allied Universal Security Services

By:



Name: Andrew Daniels

Title: Vice President

Date: 4/15/2021

Attest:



Corporate Secretary/Notary Public

By:

Name: Daniella Levine Cava

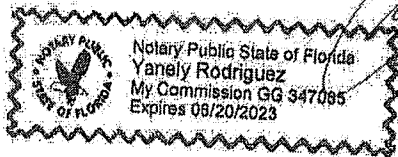
Title: Mayor

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**

Special Taxing District Assignments

Belle Meade Island
Entrada
Four Way Lodge Estates
Keystone Point
Sabal Palm (Roving Guard Only)

1) BACKGROUND

Miami-Dade County (the County), as represented by the Parks, Recreation and Open Spaces Department, is contracting for professional Level 2 and Level 3 stationary security guard services (Services), as further defined in Section 6 of this Appendix, to provide a visible safety and passive security program at various locations in the County known as Special Taxing Districts (Districts), excluding the Sabal Palm District, which only requires roving patrol security guard services.

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

2) SPECIAL TAXING DISTRICT LOCATIONS

Level 2 Security Officer

The following is a list of District locations for the required Level 2 security guard services, including the number of guardhouses, and the address of each location. All locations require 24 hours per day security guard services, with the exception of Sabal Palm. Sabal Palm requires a roving patrol 18 hours per day.

District #		Special Taxing District Name	Number of Guardhouses	Address
1	G-195	Belle Meade	1	654 NE 76 Street, Miami
2	G-189	Belle Meade Island	1	7651 NE 9 th Avenue, Miami
3	G-203	Coventry	1	1799 NE 198 Terrace, North Miami Beach
4	G-221	Enchanted Lake	2	2210 NE 192 nd Street, North Miami Beach 19831 NE 23 rd Avenue, North Miami Beach
5	G-241	Entrada	1	3690 Matheson Avenue, Miami
6	G-232	Four Way Lodge Estates	1	3498 Poinciana Avenue, Miami
7	G-223	Gables by the Sea	2	5765 SW 128 th Street, Coral Gables 5975 SW 134 th Street, Coral Gables
8	G-194	Highland Gardens	1	21050 Highland Lakes Blvd., Miami
9	G-220	Highland Lakes	2	20445 Highland Lakes Blvd., Miami 2560 NE 209 Terrace, Miami
10	G-193	Keystone Point	3	1801 Keystone Blvd., North Miami 1801 Ixora Road, North Miami 12301 North Bayshore Drive, North Miami
11	G-237	Morningside	2	420 NW 50 th Terrace, Miami 5780 NE 5 th Avenue, Miami
12	G-205	North Bay Island	1	1 79 th Street Causeway, North Bay Village
13	G-191	North Dade Country Club/Andover	2	201 NW 207 th Street, Miami Gardens 200 NW 204 th Terrace, Miami Gardens

District #		Special Taxing District Name	Number of Guardhouses	Address
14	G-217	Oak Forest	2	19901 NE 21 st Avenue, Miami 2330 NE 201 st Street, Miami
15	G-258	Sabal Palm (Roving Patrol Only)	0	NE 169 St & NE 14 Ave, Miami

Level 3 Security Officer

The following is a list of District locations for the required Level 3 security guard services, including the number of guardhouses, and the address of each location. All locations require 24 hours per day security guard services.

District #		Special Taxing District Name	Number of Guardhouse	Address
1	G-152	Star Island	1	2 Star Island Drive, Miami Beach

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

3) MOVEMENT, ADDITION AND DELETION OF DISTRICT LOCATIONS

During the term of the Contract, District locations may be added or terminated at the discretion of the County. Notwithstanding the assignment of District locations, the County reserves the right to assign additional Districts to a Contractor after award. Any assignment of additional Districts to a Contractor, after initial award, will be subject to negotiations. If the County and the recommended Contractor cannot negotiate a successful contract, the County may terminate negotiations and begin negotiations with another recommended Contractor, until the District is assigned. Upon project award, the Contractor's contract will be supplemented, identifying additional Districts and pricing information for providing the new security guard services. Future Districts requesting the security guard services will be assigned a Contractor using the method outlined above, except for cause as approved by the County.

At the County's discretion, a Contractor may be terminated for performance issues, being late in its obligations to the County, and any other reason specified by County policies and procedures. During the term of the Contract, Contractor shall maintain the qualifications of the Contractor, and Contractor's personnel, at a standard consistent and equivalent to the qualification submissions submitted in Contractor's response to the Solicitation.

Movement of a Contractor between Districts, by the County, may also occur after contract award. In the event of said movement, the County will provide the District(s) with the current rates being provided to the other Districts under the contract and the Districts' Homeowner's Association will recommend a new Contractor to be awarded. County reserves the right to establish an alternate, streamlined method of assigning Contractor's to Districts.

4) REQUIREMENTS AND SERVICES TO BE PROVIDED

Contractor shall provide, in all instances as required by the County within the scope of this Contract, an adequate number of personnel to provide the Services at the designated District locations and hours, as may be amended by the County.

In addition, the Contractor shall provide all items necessary to provide the Services including adequate uniforms, equipment and vehicles, as specified herein.

A. Requirements Prior to Notice to Proceed

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

Prior to a contract being executed, the County will review, inspect and determine, at its sole discretion, if the Contractor has met the following requirements. These requirements are continuing conditions throughout the term of the Contract, including extensions and renewals thereof.

The Contractor(s) shall have/obtain and maintain the following:

1. Centralized Dispatch Center

- a) Have a stationary base station/office (dispatch location) where the Central Dispatch Center is located. The County may inspect the dispatch location at any time. The dispatch location shall provide centralized dispatching services, manned by experienced personnel, twenty-four (24) hours a day, seven days a week, unless otherwise indicated herein. The dispatcher on duty shall be available for contact by landline telephone, cellular phone and/or 2-way radio from the guardhouse(s) at all times. 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 services.
- b) Have a complete roster of all security guards assigned to the District and hours to be worked.
- c) Have a backup generator or other technology that allows for the continued operation of the Central Dispatch Center during power outages, inclement weather, man-made or natural disasters.

2. Insurance

Meet the Insurance requirements as specified in Article 12 of the sample Contract attached.

3. Performance Bond

Meet the Performance Bond requirements as specified in Article 7 of the sample Contract attached.

4. Permits, Licenses and Certificates

Provide all necessary permits, licenses and certificates for Contractor, Contractor's site supervisor(s), and Contractor's security personnel, that will be assigned to the contract.

5. Rights of Inspection

Ensure that the County may, in its sole discretion, visit and inspect the Central Dispatch Center to be utilized to provide services, prior to award and during the term of the contract, to ensure space and equipment is adequate to provide the Services.

B. GENERAL REQUIREMENTS

The Contractor shall:

1. Furnish management, supervision, manpower, equipment, supplies, etc. necessary to provide security services at each District location for which Contractor is awarded a contract.
2. Provide continuous 24 hours per day, 365 days per year, unarmed security services for the purpose of providing a visible safety and passive security program at each of the District locations awarded, with the exception of Sabal Palm roving patrols, which is provided 18 hours per day, 365 days per year.
3. Provide security guard services at each District locations' guardhouse, as specified herein. Each guardhouse shall be provided with a two-way radio (transmitter-receiver) or Contractor-provided cellular phone. The service will consist of at least one unarmed security guard operating at the guardhouse, located at the entrance to the community at the District locations.
4. Issue to each security guard assigned to this project, an approved identification badge. The identification badge shall be worn while on duty at all times. The badge shall include a laminated employee photograph, employee number, physical description, employee title, and company name.
5. Issue uniforms to each security guard, which are the same for each class of employees (security guard and security supervisors). The style and color must be distinguishable from the uniform of any police agency in the County. The cost of uniforms and other equipment shall be the responsibility of the Contractor.
6. Post orders at each security guardhouse. All security guards shall receive and pass post order testing conducted by the Contractor prior to duty assignment. All guards shall have access to the site post orders at all times while on duty.
7. Provide, to each employee performing security guard services, sufficient training in basic security guard duties. Training shall take place prior to the security guard commencing the services required herein.
8. Provide a security guard, designated as a full-time site supervisor, for each guardhouse, who shall inspect the District at least once per shift, seven days per week. Documentation of a sufficient number of personnel scheduled, so as to fulfill this requirement, shall be required.
9. Provide the following documents, as specified below, for each security guard assigned to guard post, prior to the security guard's start of work in the District.
 - 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 certification
- d) Proof of minimum education requirements
- e) Licenses
- f) Florida Department of Law Enforcement certification of no felony record (dated within the preceding 60 days of employment)
- g) Proof of citizenship or work permit or INS I-9 certification
- h) Certification of Post Order Testing

10. The County may add armed security services to any District, upon request from the Districts.

5) SECURITY GUARD PERSONNEL REQUIREMENTS

The Contractor shall ensure that all personnel meet the minimum requirements, or standards regarding background, education, experience, health, citizenship and security requirements as established in this section to be eligible to perform security guard services requested herein, unless specifically and individually waived by the County's Project Manager or designee. Contractor's personnel shall keep active, and possess at all times while on duty, those professional, technical licenses or certificates as required by applicable law, including a company issued photo I.D. card. The Contractor shall provide in all instances, uniformed security guards who are equipped with communication devices, to provide the Services at District locations.

All level of security guards shall meet the following requirements:

1. Have a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493 and maintain this license at all times while providing Services 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. Be at least twenty-one (21) years of age.
4. Have and maintain a valid State of Florida Driver's license as well as responsible driving history, only applicable to guards performing roving patrol duties. All Site Supervisors shall have a five (5) 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. Contractor's

personnel providing services to the County shall not have currently or in the past:

- a) Any Felony including, Sexual or Domestic Violence conviction.
- b) Discharged from the military under any conditions other than honorable.
- c) 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 Project Manager or designee in his or her sole discretion.
- d) 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.

The Contractor shall conduct an annual national background verification of any employee or staff assigned to provide Services to the Districts under the Contract, and shall submit the verification to the County Project Manager or designee upon request.

6. Be able to communicate proficiently (both oral and written) in English. Security work often deals with life/safety issues; therefore, the Contractor's site supervisors 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.
7. Shall successfully complete a medical examination, to be conducted at the Contractor(s)' expense prior to duty assignment or as required for reasonable cause, determined by the County Project Manager or designee. The results of the medical examination must demonstrate the personnel's ability to perform the required services.

The tests shall include, at a minimum:

- Vision
- Physical examination
- Speech
- Testing for drug and illegal substance use.
- Routine urinalysis
- Audio
- Background screening

6) EDUCATIONAL BACKGROUND AND EXPERIENCE

1. LEVEL 2 SECURITY GUARD

Security guards are unarmed, shall have at minimum a Class D Security License and shall possess, at a minimum, a high school diploma or certified general equivalency diploma (GED), and be able to document a work history or educational background which includes and meet at least one of the following qualifications:

- a) Minimum of five years of experience as a licensed security guard;
- b) Minimum of two years military experience;
- c) Civilian or Military law enforcement or Corrections accreditation;
- d) Four-year (bachelor's) degree from an accredited college or university;
- e) Two-year (associate) degree from an accredited college and one year experience as

a licensed security guard.

2. LEVEL 3 SECURITY GUARD

This is the highest classification of security guard and is an unarmed position. Security guard shall have at minimum a Class D Security License, and shall possess a high school diploma or certified general equivalency diploma (GED), and be able to document a work history or educational background which includes at least one of the following qualifications:

- a) Civilian or Military law enforcement accreditation;
- b) Minimum of one year experience as a correctional officer (sworn with powers of arrest);
- c) Minimum of one year experience as a federal law enforcement officer;
- d) Minimum of three years Army or Marines combat area specialty;
- e) Minimum of one year Elite unit military experience (i.e., Special Forces or SEAL units);
- f) Four-year (bachelor's) degree from an accredited college or university in Criminal Justice.

Notes applicable to Level 2 and Level 3 guards: a) In the event an armed security guard levels 2 and 3 are required, the security guard will also be required to have and maintain a State of Florida "G" Firearms License; b) all required experience shall be within the US or its territories; c) all experience shall be fully and readily verifiable; d) applicants with military service shall provide a copy of the DD-214L form and have received an honorable discharge from duty in order to be accepted; applicants with law enforcement and correctional experience shall have no dismissal with cause; and e) the County may consider alternate qualifications.

3. SITE SUPERVISOR

Contractor shall provide a site supervisor. These positions shall be the equivalent in qualifications of the highest classification of security guard being supervised. All site supervisors employed by the Contractor to provide Services 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.

At the County's discretion, the site supervisor may 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 solicitation.

7) SECURITY GUARDS SPECIFIC TASKS AND RESPONSIBILITIES

The following tasks and responsibilities shall be performed by security personnel employed by the Contractor(s) to provide security guard services to the Districts.

1. SECURITY GUARD

The Security Guard shall:

- a) Report to work on time and remain on assigned duties until relieved as required.
- b) Maintain good personal and uniform appearance and be courteous to the public at all times. Uniforms shall be clean and pressed and include name tags.
- c) Maintain order and use good judgment and discretion in handling unruly or trespassing public.

- d) Maintain daily logs and write daily reports, and incident reports. Incident reports shall be on a pre-approved County form.
- e) Maintain a professional atmosphere within areas of assignment.
- f) Refrain from conducting non-work related activities while providing services to the County. In addition, newspapers and magazines are prohibited from being anywhere on post. Each security guard shall ensure at the start of each shift that this policy is followed (e.g., security guards need to be sure that there are no newspapers, unauthorized reading materials, televisions, radios, or any other unauthorized items in the area of the post) because security guards will be held responsible and liquidated damages may be assessed (refer to Section 12).

Security Guards shall sign in and sign out when reporting for duty and when leaving at the end of the work shifts. A "Record of Time of Arrival and Departure" or similar form provided by the Contractor, shall be used for this purpose. The security guard's site supervisor shall sign and note time of arrival and departure in a contrasting color. All documented time entries shall consist of the actual event time, not a scheduled time.

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

2. SITE SUPERVISOR

The site supervisor shall:

- a) Be assigned to the District location as one of the security guards at the site.
- b) Remain in constant communication with the Contractor's Central Dispatch Station.
- c) Observe the condition and performance of the other guards, the condition of the guardhouse, the guardhouse environment and level of activity. Supervisory and responsibilities shall include on-site training and work direction, and may include the tasks and responsibilities listed for security guards.

8) TRAINING REQUIREMENTS

The Contractor shall provide mandatory, on-site orientation training to all security guards as specified in the post orders (refer to Section 10(3)).

Site Orientation Training:

The training shall consist of, but not be limited to:

1. General and specific orders of the District location
2. Policy and specific procedures for responding to emergencies at the location
3. Procedures for access control and operation of the security system
4. Report writing
5. Safety and fire prevention
6. Police authority and jurisdiction
7. Identification
8. Other security matters, prior to duty assignment

Training shall be conducted by the Contractor's site supervisor, and shall take place prior to commencing the Services. Prior to completion of training, security guards shall not be in an active duty status and may not be placed on duty at any District location to which the security guard is being assigned. The measure of success for the training will be the

effectiveness with which the security guard is able to perform post duties. The County shall be the sole assessor of the effectiveness of the training.

The County shall reimburse the Contractor for the training of new security guards assigned to the Districts at the contracted hourly rate, for up to four (4) hours of work for each guard who is approved, and after the guard has completed 160 hours of work after said training.

9) REPORTING REQUIREMENTS

The Contractor shall comply with the following reporting requirements and procedures:

1. Document any unusual events in the post logbook, within eight (8) hours of the occurrence so the County Project Manager or designee can identify the persons later, if a further investigation is needed. All bound logbooks become the property of the County upon their replacement. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition. The Contractor shall maintain all logbooks. Upon expiration of the Contract or earlier as required by County Project Manager or designee, the Contractor shall deliver all such logbooks to the County, at a place to be determined by the County Project Manager.
2. A copy of all reports and all major incidents shall be furnished within 24 hours of occurrence to the County Project Manager or designee.
3. An incident report shall be completed whenever any unusual event and/or criminal events occur. Such events include, but are not limited to: discharge of firearms, major criminal act or any safety hazards. Security guards shall consult the Contractor's site supervisor when in doubt about any reports. 911 should be called immediately. The Central Dispatch Center shall be notified immediately after calling 911.
4. Pertinent facts of daily events shall be written in the post logbook, however any incident that requires a report shall be verbally reported to the Central Dispatch Center immediately after the incident occurs.
5. A tracking report from the vehicle performing the roving patrol shall be provided at the County's request.
6. Report any concerns, questions or issues raised by the Districts to the County Project Manager. The Contractor and the County Project Manager will work together in resolving in accordance with the provisions of the resulting contract.

10) WORK PRACTICES, STANDARDS AND DUTIES

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

1. Standards of Conduct

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

2. Work Schedules

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

a) Posting Work Schedules

The work schedules for supervisors and guards shall be prepared and posted in the work area for continuous five-week periods. Changes to schedules shall be posted in the work

area with sufficient time to insure that employees affected by a change in duty hours are properly notified. Security guards are authorized to deviate from prescribed schedules only when unusual or emergency conditions exist. Such deviations and the reasons are to be recorded in the daily log.

b) Relief

The duties of the security guard require that the security guard not leave the post until properly relieved by duty personnel assigned to the following shift, if such shift is scheduled, or unless specifically authorized by the County. The Contractor shall provide breaks as required by federal and Florida law. Security guards, who are on a break, shall remain at their assigned post unless relieved by a properly trained relief personnel. Any violations may result in removal of the security guard, and/or may result in liquidated damages (refer to Section 12).

c) Starting and Stopping Work

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

d) Limitations on Hours and Assignments

No security guard shall provide more than ten hours of service, including all break periods, within a twenty four hour period, unless the work periods are separated by an eight hour non-duty period. This limitation may be waived by the County in emergency situations that are beyond the control of the Contractor (e.g., weather conditions, civil disturbances, natural disasters, etc. preventing the next shift from getting to the post). Each occurrence will require an individual waiver provided by the County Project Manager or designee.

3. District Post Orders

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

- a) District location information (e.g., operating hours, chain of command);
- b) District location rules and regulations;
- c) Operation of equipment;
- d) Vehicular traffic control;
- e) Access control procedures;
- f) Emergency response procedures;
- g) Security and fire control/alarm systems;
- h) Hazardous conditions, inspection/reporting;
- i) Response to emergencies, (e.g., fires, injury, or illness, etc.);
- j) Safeguarding persons and property; and
- k) Minimum number of hours for site orientation training.

4. Overtime

Overtime payment will be at a maximum rate of one and half times the regular hourly wages. Overtime hours shall be paid to the employee, by the Contractor, for all hours in the excess of 40 hours per week [Refer above to Section 10(2)(d)]. As a matter of confirmation, overtime work only occurs after 40 hours of work, in a given week, by a given individual. Further, overtime work shall not be allowed during an employee's normal workday.

The County will compensate the Contractor for overtime pay **only** when caused by special request of the County or by Force Majeure (an act that cannot be reasonably anticipated or controlled). Each occurrence will require an individual waiver provided by the County Project Manager or designee, prior to the commencement of the overtime work. Additionally, there are eight holidays, on which, if service is provided, the overtime rate applies. The eight holidays are New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

5. Reports, Records and Desk Book

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

6. Emergency Assistance

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

7. Lost and Found

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

8. Hazardous Conditions

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

9. Removal from Duty

If the County Project Manager or designee receives disqualifying information on a security guard, from results of the suitability check or due to unfitness for duty (as discussed below), the County Project Manager may request that the Contractor immediately remove said security guard from duty. The Contractor must comply with all such requests. Suitability checks can be performed at the discretion of the County, but no less than once every quarter.

a) Suitability

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

b) Unfitness for Duty

The County may also request the Contractor immediately remove any security guard from the guard post if that individual(s) assigned to duty has been disqualified for either suitability or security reasons, or is found to be unfit to perform security guard duties. For clarification, a determination of unfitness may be made from, but not be limited to, incidents involving the most immediate identifiable types of misconduct or delinquency as set forth below:

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

10. Replacement Employees

The Contractor shall provide training, not limited to training outlined in Section 11, to each replacement security guard prior to the security guard start of work at any District location. All security guards shall be approved by the County Project Manager or designee prior to assignment to a District.

11. Waivers

When an unusual, short-term unavailability of regularly assigned security guards exists, the County, in writing and prior to the security guard's commencement of duty, may waive training requirements. The Contractor shall limit the use of any untrained or unqualified guard to a period not-to-exceed a cumulative total of 40 hours.

12. Weapons

No guns, night sticks, stun guns, handcuffs or other weapons are permitted for unarmed security guards at the guard post. In the event armed security services are added to any District, upon request from the HOA, weapons will be permitted for the armed security guard.

11) COUNTY AND CONTRACTOR SUPPLIED ITEMS**1. COUNTY SUPPLIED EQUIPMENT, MATERIALS AND SUPPLIES**

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

- a) Guardhouse with a light, working air conditioner, and related keys, including written operation procedures and instructions. Restroom and drinking water facilities are located at the guardhouse site.
- b) Telephone to be used for official business only under terms of any contract issued as a result of this Solicitation. Personal use of the telephone by security guards is strictly prohibited, except in case of emergency, and such use may be subject to imposition of applicable penalties or fines by the County.
- c) Forms: A sample of required forms and other documentation used in reporting procedures at specific locations will be provided or approved by the County, on a site specific basis.
- d) Officer's Desk Books, which will contain complete duty instructions for manning the post (District Post Orders), plus any special emergency procedure instructions.

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

2. CONTRACTOR SUPPLIED ITEMS

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

- a) Communication Equipment: A two-way radio (transmitter-receiver), licensed for use by the FCC, is required for each guardhouse. This criteria and all other facets of the Contractor's radio communications system will be evaluated by County radio technicians or other person(s) designated by the County Project Manager or designee prior to the issuance of NTP. Should the system be judged inadequate to provide service within the contractual standards specified herein, and the Contractor is unable or unwilling to make changes deemed necessary by the County, the NTP will not be issued. This requirement may be waived if the Contractor provides the security guard with a cell-phone. The County may, at its sole discretion terminate the contract for default.
- b) Special Equipment: At least one working flashlight shall be available at the guardhouse.
- c) Uniforms: Each security guard shall wear a complete, clean, well-fitting uniform as is initially approved by the County. Uniform shall include a shirt and cap. Uniforms, and the wearing of them, shall generally conform to standards and

usage prescribed and in effect for security guards. All security guard personnel performing the services requested herein shall wear the same color and style of uniform. The Contractor shall supply a cold-weather jacket for each security guard required to perform duties while exposed to cold or wet weather conditions. All foul weather clothing shall be identical in style and color for each guard.

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

During warm weather months, the County may, at its discretion, permit the security guard to work without a cap. Failure however, to obey uniform regulations will result in liquidated damages (refer to Section 13 below) to the Contractor by the County, and possible removal of the employee from duty at District locations.

12) LIQUIDATED DAMAGES

Contractor shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. Contractor acknowledges and agrees that damages likely to be incurred to the County as a result of the below listed incidents are incapable, or is difficult, to precisely estimate. In light of this difficulty, for each occurrence of an incident listed below, the Contractor 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 personnel being removed from the post and/or contract issued as a result of this Solicitation 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, 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 promptly by the County Project Manager or designee, in order to afford the Contractor time to notify the County of extenuating circumstances.

Note: The County will apply deductions for liquidated damages against the Contractor's invoice separately for each documented violation.

A. Major Incidents

If any of the following major incidents occur, the Contractor shall be liable to the County for liquidated damages in the amount of \$100.00 per incident:

- Failure to provide security guard coverage.
- Security guard sleeping on duty.
- Security guard working under the influence of drugs or alcohol.
- Security guard participating in any collusion of criminal activity such as theft, vandalism, sale of drugs or alcohol.
- Falsifying logbook entries or status reports.
- Failure to provide a written report documenting an incident or accident.
- Failure to properly train any security guard employee.
- Disorderly conduct, use of abusive or offensive language, intimidation by words or action, or fighting.
- A security guard working over 10 consecutive hours at a guardhouse, unless waived by the County as stated in Section 10(2)(d) above.

B. Minor Incidents

If any of the following minor incidents occur, the Contractor shall be liable to the County for liquidated damages in the amount of \$50.00 per incident:

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

13) VIOLATIONS

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

1. Personnel violations: These violations may include, but not limited to: tardiness, sleeping on duty, failure to follow post orders, abandoning post, failed to report for duty, inappropriate behavior, improper or badly soiled uniform, failure to make report, improper State licensure (e.g., not on person, expired), improper records, reports or logbook, unauthorized visitors on post, not signing in or out in logbook, personal phone use, or health deficiencies.
2. Administrative violations: These violations may include, but not limited to: improperly or insufficiently equipped, no radio or inoperative radio, inadequate writing skills, inadequate training, lack of contract supervision, excessive hours on duty (not approved in advance by County), violations of local, State, or Federal laws, Regulations, or Ordinances, criminal records check not complete or hired security guards with criminal records, difficulty in speaking or understanding English, and/or being understood by others, failure to have current post orders on site, invoicing discrepancies or inaccuracies, or contract violations.
3. Special violations: These violations may include, but not limited to: reassignment of any personnel previously suspended or removed from duty by the County, failure to notify the County of an arrest of personnel, improper internal employee fines or wage practices, false statements or falsification of any documents required by the County.
4. Repeated Violations: Repeated violations of any type or a particularly serious violation at the same District location may result in the removal of the Contractor from the District by the County. The District may be assigned to another Contractor. Similarly, new or existing Districts may be assigned to a different Contractor, in the best interest of the County, if there has been a demonstrated pattern of incompetence by the existing Contractor.

Note: A continuing pattern of frequent and/or egregious violations at multiple District locations, or repeated actions by the County Project

Manager or designee to remove the Contractor from District locations, may result in the termination of the Contract.

14) DOCUMENTATION

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

- A. The Contractor shall maintain, at a minimum, the following documents at the central dispatch station:
- Financial records: invoices, employee payroll and other associated backup documentation;
 - FCC License (if providing two-way radios);
 - Log Books;
 - Incident Reports; and
 - Employee Personnel File.
- B. The Contractor shall maintain a copy of all disciplinary actions taken by the selected Proposer against its personnel, assigned to provide services to the County, for all infractions committed hereunder. A copy of said violations shall be placed in the employees personnel file. The personnel files shall contain copies of, but not limited to, the following documents:
- a) FDLE and national criminal background check which shall be updated on a yearly basis;
 - b) Medical examination, including drug test results, which shall be updated, on a yearly basis;
 - c) Training test results along with a copy of the test;
 - d) Proof of education and experience;
 - e) State Security Officer licenses "D", "G" and "DI" as applicable;
 - f) Employment application and verifications of prior employment;
 - g) Proof of certification for Law Enforcement experience;
 - h) A copy of DD-214 Long form for Military and Coast Guard experience;
 - i) A copy of a valid State of Florida Driver's license, with documentation of five year driver's history; and
 - j) Proof of Citizenship, Resident Alien card or Work Permit.

Note: Failure to comply with any of these requirements constitutes a material breach of the contract, and may result in non-performance penalties as specified in Section 12.

15) 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 the Contractor(s) reasonable notice. The Contractor's Project Manager 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.

16) ANCILLARY EQUIPMENT

Ancillary equipment i.e.; security cameras, security monitoring equipment, security gates, etc. shall not be installed by the Contractor under this contract.

APPENDIX B
Security Guard Services for Special Taxing Districts
Price Schedule

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

Belle Meade Island Entrada Four Way Lodge Estates Keystone Point Sabal Palm (Roving Patrol Only)		
	Positions	Hourly Billing Rate
1	Level 2 Security Guard Unarmed	\$ 23.21
2	Security Guard Site Supervisor	\$ 24.54
3	Licensed Motor Vehicle for Roving Patrol	\$ 3.12
4	Level 3 Security Guard Unarmed	\$ 26.49
5	Level 2 Security Guard Armed	\$ 26.22
6	Level 3 Security Guard Armed	\$ 27.53

Notes:

1. The above total fixed hourly rates are guaranteed, pursuant to Article 8, and include all costs necessary to provide security guard services. Rates are all-inclusive; all out-of-pocket expenses i.e. security guard's uniform, uniform equipment, including employee travel, per diem, and miscellaneous costs and fees, are included in the firm's price, as they will not be reimbursed separately by the County.
2. The County may consider an adjustment only to applicable hourly billable positions, in accordance with the Living Wage Ordinance effective October 1st of each year. The initial negotiated contract prices shall prevail until the first Living Wage adjustment is considered. **The first Living Wage adjustment under this contract shall not be considered until October 2021.**
3. Notwithstanding the hourly rates above, compensation shall be based upon the actual number of service hours performed, less any deductions/fines imposed for non-performance or other contract violations.
4. At this time, the Districts are not utilizing the positions listed in items 3-6 above. If needed, the County reserves the right to use such officers, not to exceed the rates identified in this section.
5. No overtime or holiday rate shall be payable by the County. If due to an emergency or Contractor scheduling, a guard must be paid overtime, this will be the responsibility of the Contractor. The County will only compensate overtime pay when caused by special request of the County or by Force Majeure.

Security Guard Services for Special Taxing Districts
Contract No. D-10112B

Special Taxing District Assignments
Star Island

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between G4S Secure Solutions (USA) Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 1395 University Boulevard, Jupiter, FL 33458 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County") (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; Miami-Dade County's Designated Purchase No. D-10112 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written profile dated November 24, 2020, hereinafter referred to as the "Contractor's Profile" 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 "**Central Dispatch Center**" to mean a base station/office where personnel employed by the Proposer have the capacity to communicate with contracted security staff, monitor telephone calls, radios, faxes and employees.
- b) The word "**Contract**" to mean collectively the terms and conditions, the Scope of Services, all other appendices and attachments hereto, all amendments issued hereto, D-10112 and all associated addenda, and the Contractor's Proposal.
- c) The word "**Contractor**" to mean the firm that receives any award of a Contract from the County as a result of this Solicitation, and its permitted successors.
- d) The word "**County**" to mean Miami-Dade County, a political subdivision of the State of Florida.
- e) The words "**County Project Manager**" to mean the staff person designated by the County to manage the contract and monitor the performance and delivery of services under the contract.
- f) The word "**District(s)**" to mean the Special Taxing Districts.
- g) The word "**Post**" to mean the physical location where a contracted security staff person is assigned to work his/her shift.
- h) The words "**Post Log Book**" to mean a chronological written report of the daily activities of a security officer assigned to a particular post. This book contains information on all the activities or events that the security officer is engaged in or that come to his/her attention.
- i) The words "**Post Orders**" to mean general and specific duty assignments required for each post.
- j) The word "**Profile**" to mean the properly signed and completed written submission in response to this solicitation by a Contractor for the Services, and as amended or modified through negotiations.
- k) The word "**Services**" to mean Scope of Services, which details the work to be performed by the Contractor(s).
- l) The words "**Contractor's Project Manager**" to mean person designated by the Contractor and approved by Miami-Dade County to administer the Contract.
- m) The word "**Shift**" to mean the number of hours normally assigned to work at a post as may be modified based on need.
- n) The word "**Subcontractor**" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor(s) to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor(s).

- o) The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor(s) in accordance with the Scope of Services and the terms and conditions of this Agreement.

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 46 of this Agreement, 2) the Scope of Services, 3) the Miami-Dade County's Contract D-10112 and any associated addenda and attachments thereof, and 4) the Contractor's Profile.

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 and shall continue through the last day of the 60th month. The County may 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
Parks, Recreation and Open Spaces Department
Special Taxing Districts Division
111 N.W. 1st Street, Suite 1510
Miami, FL 33128-1974
Attention: Division Chief
Phone: (305) 375-2702
E-mail: (305) 375-3338

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

G4S Secure Solutions (USA) Inc.
1395 University Boulevard
Jupiter, FL 33458
Attention: John D'Agata
Phone: (561) 239-9933
E-mail: john.dagata@usa.g4s.com

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

ARTICLE 7. PERFORMANCE BOND

Contractor shall provide a Performance Bond in the amount of 10% of the total agreed upon annual (52 week) contract price for Services. 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 may 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 annual price. If the Contractor fails to deliver the initial Performance Bond within the 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 proposal guarantee.

ARTICLE 8. 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 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. The initial negotiated prices shall prevail until the first Living Wage adjustment is considered.

The County may consider a request from the Contractor for a price adjustment only to applicable hourly, billable positions, at such time that there is an increase in the Living Wage, in accordance with the Living Wage Ordinance effective October 1st of each year. The Living Wage adjustment under this contract shall not be considered until October 2021. It is the Contractor's responsibility to request any pricing adjustment under this provision for the Living Wage. Any price adjustment to the hourly rates herein cannot exceed the Living Wage increase percentage amount for that fiscal year.

ARTICLE 10. LIVING WAGE/SUPPLEMENTAL GENERAL AGREEMENT

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

ARTICLE 11. 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 and 2-8.1.1.2 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
Finance Department
c/o Miami Dade PROS Department
Attention: Shared Services Payable Unit
111 NW 1st Street, 26th FL
Miami, Florida 33128

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

ARTICLE 12. INDEMNIFICATION AND INSURANCE

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

The Contractor 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 Contractor as required by Florida Statute 440.
- B. Commercial General Liability including Products/completed operations in an amount not less than \$1,000,000 per occurrence, \$5,000,000 in the aggregate. No exclusion for assault and battery. **Miami-Dade County must be shown as an additional insured.**
- C. Automobile Liability Insurance, covering all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit.
- D. Professional Liability in an amount not less than \$3,000,000 per occurrence, \$3,000,000 in the aggregate.
- E. Umbrella or excess liability insurance in an amount not less than \$2,000,000 per occurrence \$2,000,000 in the aggregate.

These coverage requirements are for unarmed security services only.

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 if 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. 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 26); 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 25(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 26. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, including but 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 37, Conflict of Interest, 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 27. 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 28. 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 29. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation,

software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 30. CONFIDENTIALITY

- a) All materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute confidential information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such confidential information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such confidential information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the confidential information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the confidential information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any

such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 31. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, 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 32. PROPRIETARY RIGHTS

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

- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in this Article 32, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 33. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, 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. <i>Miami-Dade County Ownership Disclosure Affidavit</i>
(Section 2-8.1 of the Code of Miami-Dade County) | 5. <i>Miami-Dade County Debarment Disclosure Affidavit</i>
(Section 10.38 of the Code of Miami-Dade County) |
| 2. <i>Miami-Dade County Employment Disclosure Affidavit</i>
(Section 2-8.1(d)(2) of the Code of Miami-Dade County) | 6. <i>Miami-Dade County Vendor Obligation to County Affidavit</i>
(Section 2-8.1 of the Code of Miami-Dade County) |
| 3. <i>Miami-Dade County Employment Drug-free Workplace Certification</i>
(Section 2-8.1.2(b) of the Code of Miami-Dade County) | 7. <i>Miami-Dade County Code of Business Ethics Affidavit</i>
(Sections 2-8.1(f), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County) |
| 4. <i>Miami-Dade County Disability and Nondiscrimination Affidavit</i>
(Section 2-8.1.5 of the Code of Miami-Dade County) | 8. <i>Miami-Dade County Family Leave Affidavit</i> |

(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)
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)
18. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1, 2-8.1.1.2 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 34. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices

and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. 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 35. FEDERAL, STATE, AND LOCAL 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 36. 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 37. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 38. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

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

ARTICLE 39. BANKRUPTCY

The County 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 40. GOVERNING LAW

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

ARTICLE 41. COUNTY USER ACCESS PROGRAM (UAP)**a) User Access Fee**

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 26 of this Contract.

ARTICLE 42. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds itself.

ARTICLE 43. LEINS

The Contractor is prohibited from placing a lien on County property. This prohibition shall apply to all Subcontractors.

ARTICLE 44. FIRST SOURCE HIRING REFERRAL PROGRAM

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

ARTICLE 45. 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 46. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

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

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

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

ARTICLE 47. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

ARTICLE 48. 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.

Miami-Dade County, FL

Contract No. D-10112B

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

Contractor

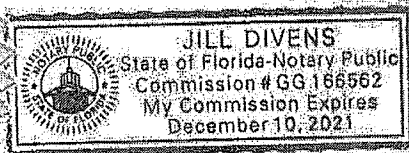
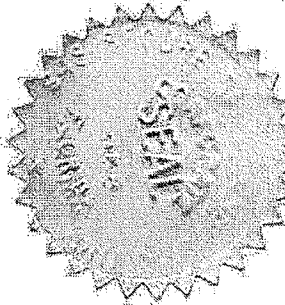
Miami-Dade County

By: Ed Rodriguez
Name: Ed Rodriguez
Title: VP SE Region
Date: 4/13/2021 | 07:25 PDT
Attest: Jill Divens
Corporate Secretary/Notary Public

By: _____
Name: Daniella Levine Cava
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**

**Special Taxing District Assignments
Star Island**

1) BACKGROUND

Miami-Dade County (the County), as represented by the Parks, Recreation and Open Spaces Department, is contracting for professional Level 2 and Level 3 stationary security guard services (Services), as further defined in Section 6 of this Appendix, to provide a visible safety and passive security program at various locations in the County known as Special Taxing Districts (Districts), excluding the Sabal Palm District, which only requires roving patrol security guard services.

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

2) SPECIAL TAXING DISTRICT LOCATIONS**Level 2 Security Officer**

The following is a list of District locations for the required Level 2 security guard services, including the number of guardhouses, and the address of each location. All locations require 24 hours per day security guard services, with the exception of Sabal Palm. Sabal Palm requires a roving patrol 18 hours per day.

District #		Special Taxing District Name	Number of Guardhouses	Address
1	G-195	Belle Meade	1	654 NE 76 Street, Miami
2	G-189	Belle Meade Island	1	7651 NE 9 th Avenue, Miami
3	G-203	Coventry	1	1799 NE 198 Terrace, North Miami Beach
4	G-221	Enchanted Lake	2	2210 NE 192 nd Street, North Miami Beach 19831 NE 23 rd Avenue, North Miami Beach
5	G-241	Entrada	1	3690 Matheson Avenue, Miami
6	G-232	Four Way Lodge Estates	1	3498 Poinciana Avenue, Miami
7	G-223	Gables by the Sea	2	5765 SW 128 th Street, Coral Gables 5975 SW 134 th Street, Coral Gables
8	G-194	Highland Gardens	1	21050 Highland Lakes Blvd., Miami
9	G-220	Highland Lakes	2	20445 Highland Lakes Blvd., Miami 2560 NE 209 Terrace, Miami
10	G-193	Keystone Point	3	1801 Keystone Blvd., North Miami 1801 Ixora Road, North Miami 12301 North Bayshore Drive, North Miami
11	G-237	Morningside	2	420 NW 50 th Terrace, Miami 5780 NE 5 th Avenue, Miami
12	G-205	North Bay Island	1	1 79 th Street Causeway, North Bay Village
13	G-191	North Dade Country Club/Andover	2	201 NW 207 th Street, Miami Gardens 200 NW 204 th Terrace, Miami Gardens
14	G-217	Oak Forest	2	19901 NE 21 st Avenue, Miami 2330 NE 201 st Street, Miami

District #		Special Taxing District Name	Number of Guardhouses	Address
15	G-258	Sabal Palm (Roving Patrol Only)	0	NE 169 St & NE 14 Ave, Miami

Level 3 Security Officer

The following is a list of District locations for the required Level 3 security guard services, including the number of guardhouses, and the address of each location. All locations require 24 hours per day security guard services.

District #		Special Taxing District Name	Number of Guardhouse	Address
1	G-152	Star Island	1	2 Star Island Drive, Miami Beach

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

3) MOVEMENT, ADDITION AND DELETION OF DISTRICT LOCATIONS

During the term of the Contract, District locations may be added or terminated at the discretion of the County. Notwithstanding the assignment of District locations, the County reserves the right to assign additional Districts to a Contractor after award. Any assignment of additional Districts to a Contractor, after initial award, will be subject to negotiations. If the County and the recommended Contractor cannot negotiate a successful contract, the County may terminate negotiations and begin negotiations with another recommended Contractor, until the District is assigned. Upon project award, the Contractor's contract will be supplemented, identifying additional Districts and pricing information for providing the new security guard services. Future Districts requesting the security guard services will be assigned a Contractor using the method outlined above, except for cause as approved by the County.

At the County's discretion, a Contractor may be terminated for performance issues, being late in its obligations to the County, and any other reason specified by County policies and procedures. During the term of the Contract, Contractor shall maintain the qualifications of the Contractor, and Contractor's personnel, at a standard consistent and equivalent to the qualification submissions submitted in Contractor's response to the Solicitation.

Movement of a Contractor between Districts, by the County, may also occur after contract award. In the event of said movement, the County will provide the District(s) with the current rates being provided to the other Districts under the contract and the Districts' Homeowner's Association will recommend a new Contractor to be awarded. County reserves the right to establish an alternate, streamlined method of assigning Contractor's to Districts.

4) REQUIREMENTS AND SERVICES TO BE PROVIDED

Contractor shall provide, in all instances as required by the County within the scope of this Contract, an adequate number of personnel to provide the Services at the designated District locations and hours, as may be amended by the County.

In addition, the Contractor shall provide all items necessary to provide the Services including adequate uniforms, equipment and vehicles, as specified herein.

A. Requirements Prior to Notice to Proceed

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

Prior to a contract being executed, the County will review, inspect and determine, at its sole discretion, if the Contractor has met the following requirements. These requirements are continuing conditions throughout the term of the Contract, including extensions and renewals thereof.

The Contractor(s) shall have/obtain and maintain the following:

1. Centralized Dispatch Center

- a) Have a stationary base station/office (dispatch location) where the Central Dispatch Center is located. The County may inspect the dispatch location at any time. The dispatch location shall provide centralized dispatching services, manned by experienced personnel, twenty-four (24) hours a day, seven days a week, unless otherwise indicated herein. The dispatcher on duty shall be available for contact by landline telephone, cellular phone and/or 2-way radio from the guardhouse(s) at all times. 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 services.
- b) Have a complete roster of all security guards assigned to the District and hours to be worked.
- c) Have a backup generator or other technology that allows for the continued operation of the Central Dispatch Center during power outages, inclement weather, man-made or natural disasters.

2. Insurance

Meet the Insurance requirements as specified in Article 12 of the sample Contract attached.

3. Performance Bond

Meet the Performance Bond requirements as specified in Article 7 of the sample Contract attached.

4. Permits, Licenses and Certificates

Provide all necessary permits, licenses and certificates for Contractor, Contractor's site supervisor(s), and Contractor's security personnel, that will be assigned to the contract.

5. Rights of Inspection

Ensure that the County may, in its sole discretion, visit and inspect the Central Dispatch Center to be utilized to provide services, prior to award and during the term of the contract, to ensure space and equipment is adequate to provide the Services.

B. GENERAL REQUIREMENTS

The Contractor shall:

1. Furnish management, supervision, manpower, equipment, supplies, etc. necessary to provide security services at each District location for which Contractor is awarded a contract.
2. Provide continuous 24 hours per day, 365 days per year, unarmed security services for the purpose of providing a visible safety and passive security program at each of the District locations awarded, with the exception of Sabal Palm roving patrols, which is provided 18 hours per day, 365 days per year.
3. Provide security guard services at each District locations' guardhouse, as specified herein. Each guardhouse shall be provided with a two-way radio (transmitter-receiver) or Contractor-provided cellular phone. The service will consist of at least one unarmed security guard operating at the guardhouse, located at the entrance to the community at the District locations.
4. Issue to each security guard assigned to this project, an approved identification badge. The identification badge shall be worn while on duty at all times. The badge shall include a laminated employee photograph, employee number, physical description, employee title, and company name.
5. Issue uniforms to each security guard, which are the same for each class of employees (security guard and security supervisors). The style and color must be distinguishable from the uniform of any police agency in the County. The cost of uniforms and other equipment shall be the responsibility of the Contractor.
6. Post orders at each security guardhouse. All security guards shall receive and pass post order testing conducted by the Contractor prior to duty assignment. All guards shall have access to the site post orders at all times while on duty.
7. Provide, to each employee performing security guard services, sufficient training in basic security guard duties. Training shall take place prior to the security guard commencing the services required herein.
8. Provide a security guard, designated as a full-time site supervisor, for each guardhouse, who shall inspect the District at least once per shift, seven days per week. Documentation of a sufficient number of personnel scheduled, so as to fulfill this requirement, shall be required.
9. Provide the following documents, as specified below, for each security guard assigned to guard post, prior to the security guard's start of work in the District.
 - 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 certification
 - d) Proof of minimum education requirements
 - e) Licenses
 - f) Florida Department of Law Enforcement certification of no felony record (dated within the preceding 60 days of employment)
 - g) Proof of citizenship or work permit or INS I-9 certification

h) Certification of Post Order Testing

10. The County may add armed security services to any District, upon request from the Districts.

5) SECURITY GUARD PERSONNEL REQUIREMENTS

The Contractor shall ensure that all personnel meet the minimum requirements, or standards regarding background, education, experience, health, citizenship and security requirements as established in this section to be eligible to perform security guard services requested herein, unless specifically and individually waived by the County's Project Manager or designee. Contractor's personnel shall keep active, and possess at all times while on duty, those professional, technical licenses or certificates as required by applicable law, including a company issued photo I.D. card. The Contractor shall provide in all instances, uniformed security guards who are equipped with communication devices, to provide the Services at District locations.

All level of security guards shall meet the following requirements:

1. Have a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493 and maintain this license at all times while providing Services 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. Be at least twenty-one (21) years of age.
4. Have and maintain a valid State of Florida Driver's license as well as responsible driving history, only applicable to guards performing roving patrol duties. All Site Supervisors shall have a five (5) 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. Contractor's personnel providing services to the County shall not have currently or in the past:
 - a) Any Felony including, Sexual or Domestic Violence conviction.
 - b) Discharged from the military under any conditions other than honorable.
 - c) 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 Project Manager or designee in his or her sole

discretion.

- d) 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.

The Contractor shall conduct an annual national background verification of any employee or staff assigned to provide Services to the Districts under the Contract, and shall submit the verification to the County Project Manager or designee upon request.

6. Be able to communicate proficiently (both oral and written) in English. Security work often deals with life/safety issues; therefore, the Contractor's site supervisors 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.
7. Shall successfully complete a medical examination, to be conducted at the Contractor(s)' expense prior to duty assignment or as required for reasonable cause, determined by the County Project Manager or designee. The results of the medical examination must demonstrate the personnel's ability to perform the required services.

The tests shall include, at a minimum:

- Vision
- Physical examination
- Speech
- Testing for drug and illegal substance use.
- Routine urinalysis
- Audio
- Background screening

6) EDUCATIONAL BACKGROUND AND EXPERIENCE

1. LEVEL 2 SECURITY GUARD

Security guards are unarmed, shall have at minimum a Class D Security License and shall possess, at a minimum, a high school diploma or certified general equivalency diploma (GED), and be able to document a work history or educational background which includes and meet at least one of the following qualifications:

- a) Minimum of five years of experience as a licensed security guard;
- b) Minimum of two years military experience;
- c) Civilian or Military law enforcement or Corrections accreditation;
- d) Four-year (bachelor's) degree from an accredited college or university;
- e) Two-year (associate) degree from an accredited college and one year experience as a licensed security guard.

2. LEVEL 3 SECURITY GUARD

This is the highest classification of security guard and is an unarmed position. Security guard shall have at minimum a Class D Security License, and shall possess a high school diploma or certified general equivalency diploma (GED), and be able to

document a work history or educational background which includes at least one of the following qualifications:

- a) Civilian or Military law enforcement accreditation;
- b) Minimum of one year experience as a correctional officer (sworn with powers of arrest);
- c) Minimum of one year experience as a federal law enforcement officer;
- d) Minimum of three years Army or Marines combat area specialty;
- e) Minimum of one year Elite unit military experience (i.e., Special Forces or SEAL units);
- f) Four-year (bachelor's) degree from an accredited college or university in Criminal Justice.

Notes applicable to Level 2 and Level 3 guards: a) In the event an armed security guard levels 2 and 3 are required, the security guard will also be required to have and maintain a State of Florida "G" Firearms License; b) all required experience shall be within the US or its territories; c) all experience shall be fully and readily verifiable; d) applicants with military service shall provide a copy of the DD-214L form and have received an honorable discharge from duty in order to be accepted; applicants with law enforcement and correctional experience shall have no dismissal with cause; and e) the County may consider alternate qualifications.

3. SITE SUPERVISOR

Contractor shall provide a site supervisor. These positions shall be the equivalent in qualifications of the highest classification of security guard being supervised. All site supervisors employed by the Contractor to provide Services 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.

At the County's discretion, the site supervisor may 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 solicitation.

7) SECURITY GUARDS SPECIFIC TASKS AND RESPONSIBILITIES

The following tasks and responsibilities shall be performed by security personnel employed by the Contractor(s) to provide security guard services to the Districts.

1. SECURITY GUARD

The Security Guard shall:

- a) Report to work on time and remain on assigned duties until relieved as required.
- b) Maintain good personal and uniform appearance and be courteous to the public at all times. Uniforms shall be clean and pressed and include name tags.
- c) Maintain order and use good judgment and discretion in handling unruly or trespassing public.
- d) Maintain daily logs and write daily reports, and incident reports. Incident reports shall be on a pre-approved County form.
- e) Maintain a professional atmosphere within areas of assignment.
- f) Refrain from conducting non-work related activities while providing services to the County. In addition, newspapers and magazines are prohibited from being anywhere on post. Each security guard shall ensure at the start of each shift that this policy is followed (e.g., security guards need to be sure that there are

no newspapers, unauthorized reading materials, televisions, radios, or any other unauthorized items in the area of the post) because security guards will be held responsible and liquidated damages may be assessed (refer to Section 12).

Security Guards shall sign in and sign out when reporting for duty and when leaving at the end of the work shifts. A "Record of Time of Arrival and Departure" or similar form provided by the Contractor, shall be used for this purpose. The security guard's site supervisor shall sign and note time of arrival and departure in a contrasting color. All documented time entries shall consist of the actual event time, not a scheduled time.

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

2. SITE SUPERVISOR

The site supervisor shall:

- a) Be assigned to the District location as one of the security guards at the site.
- b) Remain in constant communication with the Contractor's Central Dispatch Station.
- c) Observe the condition and performance of the other guards, the condition of the guardhouse, the guardhouse environment and level of activity. Supervisory and responsibilities shall include on-site training and work direction, and may include the tasks and responsibilities listed for security guards.

8) TRAINING REQUIREMENTS

The Contractor shall provide mandatory, on-site orientation training to all security guards as specified in the post orders (refer to Section 10(3)).

Site Orientation Training:

The training shall consist of, but not be limited to:

1. General and specific orders of the District location
2. Policy and specific procedures for responding to emergencies at the location
3. Procedures for access control and operation of the security system
4. Report writing
5. Safety and fire prevention
6. Police authority and jurisdiction
7. Identification
8. Other security matters, prior to duty assignment

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

The County shall reimburse the Contractor for the training of new security guards assigned to the Districts at the contracted hourly rate, for up to four (4) hours of work for each guard who is approved, and after the guard has completed 160 hours of work after said training.

9) REPORTING REQUIREMENTS

The Contractor shall comply with the following reporting requirements and procedures:

1. Document any unusual events in the post logbook, within eight (8) hours of the occurrence so the County Project Manager or designee can identify the persons later, if a further investigation is needed. All bound logbooks become the property of the County upon their replacement. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition. The Contractor shall maintain all logbooks. Upon expiration of the Contract or earlier as required by County Project Manager or designee, the Contractor shall deliver all such logbooks to the County, at a place to be determined by the County Project Manager.
2. A copy of all reports and all major incidents shall be furnished within 24 hours of occurrence to the County Project Manager or designee.
3. An incident report shall be completed whenever any unusual event and/or criminal events occur. Such events include, but are not limited to: discharge of firearms, major criminal act or any safety hazards. Security guards shall consult the Contractor's site supervisor when in doubt about any reports. 911 should be called immediately. The Central Dispatch Center shall be notified immediately after calling 911.
4. Pertinent facts of daily events shall be written in the post logbook, however any incident that requires a report shall be verbally reported to the Central Dispatch Center immediately after the incident occurs.
5. A tracking report from the vehicle performing the roving patrol shall be provided at the County's request.
6. Report any concerns, questions or issues raised by the Districts to the County Project Manager. The Contractor and the County Project Manager will work together in resolving in accordance with the provisions of the resulting contract.

10) **WORK PRACTICES, STANDARDS AND DUTIES**

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

1. **Standards of Conduct**

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

2. **Work Schedules**

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

a) **Posting Work Schedules**

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

b) **Relief**

The duties of the security guard require that the security guard not leave the post until properly relieved by duty personnel assigned to the following shift, if such shift is scheduled, or unless specifically authorized by the County. The Contractor shall provide breaks as required by federal and Florida law. Security guards, who are on a break, shall remain at their assigned post unless relieved by a properly trained relief personnel. Any violations may result in removal of the security guard, and/or may result in liquidated damages (refer to Section 12).

c) Starting and Stopping Work

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

d) Limitations on Hours and Assignments

No security guard shall provide more than ten hours of service, including all break periods, within a twenty four hour period, unless the work periods are separated by an eight hour non-duty period. This limitation may be waived by the County in emergency situations that are beyond the control of the Contractor (e.g., weather conditions, civil disturbances, natural disasters, etc. preventing the next shift from getting to the post). Each occurrence will require an individual waiver provided by the County Project Manager or designee.

3. District Post Orders

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

- a) District location information (e.g., operating hours, chain of command);
- b) District location rules and regulations;
- c) Operation of equipment;
- d) Vehicular traffic control;
- e) Access control procedures;
- f) Emergency response procedures;
- g) Security and fire control/alarm systems;
- h) Hazardous conditions, inspection/reporting;
- i) Response to emergencies, (e.g., fires, injury, or illness, etc.);
- j) Safeguarding persons and property; and
- k) Minimum number of hours for site orientation training.

4. Overtime

Overtime payment will be at a maximum rate of one and half times the regular hourly wages. Overtime hours shall be paid to the employee, by the Contractor, for all hours in the excess of 40 hours per week [Refer above to Section 10(2)(d)]. As a matter of confirmation, overtime work only occurs after 40 hours of work, in a given week, by a given individual. Further, overtime work shall not be allowed during an employee's normal workday.

The County will compensate the Contractor for overtime pay **only** when caused by special request of the County or by Force Majeure (an act that cannot be reasonably anticipated or controlled). Each occurrence will require an individual waiver provided by the County Project Manager or designee, prior to the commencement of the overtime work. Additionally, there are eight holidays, on which, if service is provided, the overtime rate applies. The eight holidays are New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

5. **Reports, Records and Desk Book**

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

6. **Emergency Assistance**

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

7. **Lost and Found**

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

8. **Hazardous Conditions**

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

9. **Removal from Duty**

If the County Project Manager or designee receives disqualifying information on a security guard, from results of the suitability check or due to unfitness for duty (as discussed below), the County Project Manager may request that the Contractor immediately remove said security guard from duty. The Contractor must comply with all such requests. Suitability checks can be performed at the discretion of the County, but no less than once every quarter.

a) **Suitability**

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

b) **Unfitness for Duty**

The County may also request the Contractor immediately remove any security guard from the guard post if that individual(s) assigned to duty has been disqualified for either suitability or security reasons, or is found to be unfit to perform security guard duties. For clarification, a determination of unfitness may be made from, but not be limited to,

incidents involving the most immediate identifiable types of misconduct or delinquency as set forth below:

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

10. **Replacement Employees**

The Contractor shall provide training, not limited to training outlined in Section 11, to each replacement security guard prior to the security guard start of work at any District location. All security guards shall be approved by the County Project Manager or designee prior to assignment to a District.

11. **Waivers**

When an unusual, short-term unavailability of regularly assigned security guards exists, the County, in writing and prior to the security guard's commencement of duty, may waive training requirements. The Contractor shall limit the use of any untrained or unqualified guard to a period not-to-exceed a cumulative total of 40 hours.

12. **Weapons**

No guns, night sticks, stun guns, handcuffs or other weapons are permitted for unarmed security guards at the guard post. In the event armed security services are added to any District, upon request from the HOA, weapons will be permitted for the armed security guard.

11) **COUNTY AND CONTRACTOR SUPPLIED ITEMS**

1. **COUNTY SUPPLIED EQUIPMENT, MATERIALS AND SUPPLIES**

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

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

- b) Telephone to be used for official business only under terms of any contract issued as a result of this Solicitation. Personal use of the telephone by security guards is strictly prohibited, except in case of emergency, and such use may be subject to imposition of applicable penalties or fines by the County.
- c) Forms: A sample of required forms and other documentation used in reporting procedures at specific locations will be provided or approved by the County, on a site specific basis.
- d) Officer's Desk Books, which will contain complete duty instructions for manning the post (District Post Orders), plus any special emergency procedure instructions.

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

2. CONTRACTOR SUPPLIED ITEMS

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

- a) Communication Equipment: A two-way radio (transmitter-receiver), licensed for use by the FCC, is required for each guardhouse. This criteria and all other facets of the Contractor's radio communications system will be evaluated by County radio technicians or other person(s) designated by the County Project Manager or designee prior to the issuance of NTP. Should the system be judged inadequate to provide service within the contractual standards specified herein, and the Contractor is unable or unwilling to make changes deemed necessary by the County, the NTP will not be issued. This requirement may be waived if the Contractor provides the security guard with a cell-phone. The County may, at its sole discretion terminate the contract for default.
- b) Special Equipment: At least one working flashlight shall be available at the guardhouse.
- c) Uniforms: Each security guard shall wear a complete, clean, well-fitting uniform as is initially approved by the County. Uniform shall include a shirt and cap. Uniforms, and the wearing of them, shall generally conform to standards and usage prescribed and in effect for security guards. All security guard personnel performing the services requested herein shall wear the same color and style of uniform. The Contractor shall supply a cold-weather jacket for each security guard required to perform duties while exposed to cold or wet weather conditions. All foul weather clothing shall be identical in style and color for each guard.

An appropriately lettered breast badge and cap ornament indicating the company by which the guard is employed shall be worn and prominently displayed as part of the uniform. Shoulder patches lettered to indicate the identity of the Contractor shall be worn on the left shoulder of the uniform. Items shall not be removed or

substituted without permission of the County, nor shall any non-regulation items such as sweaters, scarves, etc., be added.

During warm weather months, the County may, at its discretion, permit the security guard to work without a cap. Failure however, to obey uniform regulations will result in liquidated damages (refer to Section 13 below) to the Contractor by the County, and possible removal of the employee from duty at District locations.

12) LIQUIDATED DAMAGES

Contractor shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. Contractor acknowledges and agrees that damages likely to be incurred to the County as a result of the below listed incidents are incapable, or is difficult, to precisely estimate. In light of this difficulty, for each occurrence of an incident listed below, the Contractor 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 personnel being removed from the post and/or contract issued as a result of this Solicitation 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, 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 promptly by the County Project Manager or designee, in order to afford the Contractor time to notify the County of extenuating circumstances.

Note: The County will apply deductions for liquidated damages against the Contractor's invoice separately for each documented violation.

A. Major Incidents

If any of the following major incidents occur, the Contractor shall be liable to the County for liquidated damages in the amount of \$100.00 per incident:

- Failure to provide security guard coverage.
- Security guard sleeping on duty.
- Security guard working under the influence of drugs or alcohol.
- Security guard participating in any collusion of criminal activity such as theft, vandalism, sale of drugs or alcohol.
- Falsifying logbook entries or status reports.
- Failure to provide a written report documenting an incident or accident.
- Failure to properly train any security guard employee.
- Disorderly conduct, use of abusive or offensive language, intimidation by words or action, or fighting.
- A security guard working over 10 consecutive hours at a guardhouse, unless waived by the County as stated in Section 10(2)(d) above.

B. Minor Incidents

If any of the following minor incidents occur, the Contractor shall be liable to the County for liquidated damages in the amount of \$50.00 per incident:

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

13) VIOLATIONS

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

1. Personnel violations: These violations may include, but not limited to: tardiness, sleeping on duty, failure to follow post orders, abandoning post, failed to report for duty, inappropriate behavior, improper or badly soiled uniform, failure to make report, improper State licensure (e.g., not on person, expired), improper records, reports or logbook, unauthorized visitors on post, not signing in or out in logbook, personal phone use, or health deficiencies.
2. Administrative violations: These violations may include, but not limited to: improperly or insufficiently equipped, no radio or inoperative radio, inadequate writing skills, inadequate training, lack of contract supervision, excessive hours on duty (not approved in advance by County), violations of local, State, or Federal laws, Regulations, or Ordinances, criminal records check not complete or hired security guards with criminal records, difficulty in speaking or understanding English, and/or being understood by others, failure to have current post orders on site, invoicing discrepancies or inaccuracies, or contract violations.
3. Special violations: These violations may include, but not limited to: reassignment of any personnel previously suspended or removed from duty by the County, failure to notify the County of an arrest of personnel, improper internal employee fines or wage practices, false statements or falsification of any documents required by the County.
4. Repeated Violations: Repeated violations of any type or a particularly serious violation at the same District location may result in the removal of the Contractor from the District by the County. The District may be assigned to another Contractor. Similarly, new or existing Districts may be assigned to a different Contractor, in the best interest of the County, if there has been a demonstrated pattern of incompetence by the existing Contractor.

Note: A continuing pattern of frequent and/or egregious violations at multiple District locations, or repeated actions by the County Project Manager or designee to remove the Contractor from District locations, may result in the termination of the Contract.

14) DOCUMENTATION

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

- A. The Contractor shall maintain, at a minimum, the following documents at the central dispatch station:
 - Financial records: invoices, employee payroll and other associated backup documentation;

- FCC License (if providing two-way radios);
- Log Books;
- Incident Reports; and
- Employee Personnel File.

B. The Contractor shall maintain a copy of all disciplinary actions taken by the selected Proposer against its personnel, assigned to provide services to the County, for all infractions committed hereunder. A copy of said violations shall be placed in the employees personnel file. The personnel files shall contain copies of, but not limited to, the following documents:

- a) FDLE and national criminal background check which shall be updated on a yearly basis;
- b) Medical examination, including drug test results, which shall be updated, on a yearly basis;
- c) Training test results along with a copy of the test;
- d) Proof of education and experience;
- e) State Security Officer licenses "D", "G" and "DI" as applicable;
- f) Employment application and verifications of prior employment;
- g) Proof of certification for Law Enforcement experience;
- h) A copy of DD-214 Long form for Military and Coast Guard experience;
- i) A copy of a valid State of Florida Driver's license, with documentation of five year driver's history; and
- j) Proof of Citizenship, Resident Alien card or Work Permit.

Note: Failure to comply with any of these requirements constitutes a material breach of the contract, and may result in non-performance penalties as specified in Section 12.

15) 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 the Contractor(s) reasonable notice. The Contractor's Project Manager 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.

16) ANCILLARY EQUIPMENT

Ancillary equipment i.e.; security cameras, security monitoring equipment, security gates, etc. shall not be installed by the Contractor under this contract.

APPENDIX B
Security Guard Services for Special Taxing Districts
Price Schedule

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

Sabal Palm		
	Positions	Hourly Billing Rate
1	Level 3 Security Guard Unarmed	\$ 28.05
2	Security Guard Site Supervisor	\$ 26.08
3	Level 2 Security Guard Unarmed	\$ 24.84
4	Licensed Motor Vehicle for Roving Patrol	\$ 2.67
5	Level 2 Security Guard Armed	\$ 28.05
6	Level 3 Security Guard Armed	\$ 29.88

Notes:

1. The above total fixed hourly rates are guaranteed, pursuant to Article 8, and include all costs necessary to provide security guard services. Rates are all-inclusive; all out-of-pocket expenses i.e. security guard's uniform, uniform equipment, including employee travel, per diem, and miscellaneous costs and fees, are included in the firm's price, as they will not be reimbursed separately by the County.
2. The County may consider an adjustment only to applicable hourly billable positions, in accordance with the Living Wage Ordinance effective October 1st of each year. The initial negotiated contract prices shall prevail until the first Living Wage adjustment is considered. **The first Living Wage adjustment under this contract shall not be considered until October 2021.**
3. Notwithstanding the hourly rates above, compensation shall be based upon the actual number of service hours performed, less any deductions/fines imposed for non-performance or other contract violations.
4. At this time, the Districts are not utilizing the positions listed in items 3-6 above. If needed, the County reserves the right to use such officers, not to exceed the rates identified in this section.
5. No overtime or holiday rate shall be payable by the County. If due to an emergency or Contractor scheduling, a guard must be paid overtime, this will be the responsibility of the Contractor. The County will only compensate overtime pay when caused by special request of the County or by Force Majeure.

Security Guard Services for Special Taxing Districts
Contract No. D-10112C

Special Taxing District Assignments
Coventry
Enchanted Lake
Gables by the Sea
Highland Gardens
Highland Lakes
Morningside
North Dade Country Club/Andover
Oak Forest

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Kent Security Services, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 14600 Biscayne Blvd, North Miami Beach, FL 33181 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County") (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; Miami-Dade County's Designated Purchase No. D-10112 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written profile dated November 3, 2020, hereinafter referred to as the "Contractor's Profile" 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 "**Central Dispatch Center**" to mean a base station/office where personnel employed by the Proposer have the capacity to communicate with contracted security staff, monitor telephone calls, radios, faxes and employees.
- b) The word "**Contract**" to mean collectively the terms and conditions, the Scope of Services, all other appendices and attachments hereto, all amendments issued hereto, D-10112 and all associated addenda, and the Contractor's Proposal.
- c) The word "**Contractor**" to mean the firm that receives any award of a Contract from the County as a result of this Solicitation, and its permitted successors.
- d) The word "**County**" to mean Miami-Dade County, a political subdivision of the State of Florida.
- e) The words "**County Project Manager**" to mean the staff person designated by the County to manage the contract and monitor the performance and delivery of services under the contract.
- f) The word "**District(s)**" to mean the Special Taxing Districts.
- g) The word "**Post**" to mean the physical location where a contracted security staff person is assigned to work his/her shift.
- h) The words "**Post Log Book**" to mean a chronological written report of the daily activities of a security officer assigned to a particular post. This book contains information on all the activities or events that the security officer is engaged in or that come to his/her attention.
- i) The words "**Post Orders**" to mean general and specific duty assignments required for each post.
- j) The word "**Profile**" to mean the properly signed and completed written submission in response to this solicitation by a Contractor for the Services, and as amended or modified through negotiations.
- k) The word "**Services**" to mean Scope of Services, which details the work to be performed by the Contractor(s).
- l) The words "**Contractor's Project Manager**" to mean person designated by the Contractor and approved by Miami-Dade County to administer the Contract.
- m) The word "**Shift**" to mean the number of hours normally assigned to work at a post as may be modified based on need.
- n) The word "**Subcontractor**" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor(s) to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor(s).

- o) The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor(s) in accordance with the Scope of Services and the terms and conditions of this Agreement.

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 46 of this Agreement, 2) the Scope of Services, 3) the Miami-Dade County's Contract D-10112 and any associated addenda and attachments thereof, and 4) the Contractor's Profile.

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 and shall continue through the last day of the 60th month. The County may 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
Parks, Recreation and Open Spaces Department
Special Taxing Districts Division
111 N.W. 1st Street, Suite 1510
Miami, FL 33128-1974
Attention: Division Chief
Phone: (305) 375-2702
E-mail: (305) 375-3338

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

Kent Security Services, Inc.
14600 Biscayne Blvd.,
North Miami Beach, FL 33181
Attention: Gil Neuman, Chief Executive Officer
Phone: (305) 919-9400
E-mail: gneuman@kentservices.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. PERFORMANCE BOND

Contractor shall provide a Performance Bond in the amount of 10% of the total agreed upon annual (52 week) contract price for Services. 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 may 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 annual contract price. If the Contractor fails to deliver the initial Performance Bond within the 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 proposal guarantee.

ARTICLE 8. 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 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. The initial negotiated prices shall prevail until the first Living Wage adjustment is considered.

The County may consider a request from the Contractor for a price adjustment only to applicable hourly, billable positions, at such time that there is an increase in the Living Wage, in accordance with the Living Wage Ordinance effective October 1st of each year. The Living Wage adjustment under this contract shall not be considered until October 2021. It is the Contractor's responsibility to request any pricing adjustment under this provision for the Living Wage. Any price adjustment to the hourly rates herein cannot exceed the Living Wage increase percentage amount for that fiscal year.

ARTICLE 10. LIVING WAGE/SUPPLEMENTAL GENERAL AGREEMENT

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

ARTICLE 11. 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
Finance Department
c/o Miami Dade PROS Department
Attention: Shared Services Payable Unit
111 NW 1st Street, 26th FL
Miami, Florida 33128

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

ARTICLE 12. INDEMNIFICATION AND INSURANCE

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

The Contractor 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 Contractor as required by Florida Statute 440.
- B. Commercial General Liability including Products/completed operations in an amount not less than \$1,000,000 per occurrence, \$5,000,000 in the aggregate. No exclusion for assault and battery. **Miami-Dade County must be shown as an additional insured.**
- C. Automobile Liability Insurance, covering all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit.
- D. Professional Liability in an amount not less than \$3,000,000 per occurrence, \$3,000,000 in the aggregate.
- E. Umbrella or excess liability insurance in an amount not less than \$2,000,000 per occurrence \$2,000,000 in the aggregate.

These coverage requirements are for unarmed security services only

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 if 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 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 23. 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 24. 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 25. 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 26); 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 25(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 26. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, including but 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 37, Conflict of Interest, 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 27. 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 28. 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 29. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation,

software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 30. CONFIDENTIALITY

- a) All materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute confidential information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such confidential information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such confidential information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the confidential information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the confidential information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any

such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 31. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, 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 32. PROPRIETARY RIGHTS

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

- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in this Article 32, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 33. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, 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. <i>Miami-Dade County Ownership Disclosure Affidavit</i>
(Section 2-8.1 of the Code of Miami-Dade County) | 5. <i>Miami-Dade County Debarment Disclosure Affidavit</i>
(Section 10.38 of the Code of Miami-Dade County) |
| 2. <i>Miami-Dade County Employment Disclosure Affidavit</i>
(Section 2.8.1(d)(2) of the Code of Miami-Dade County) | 6. <i>Miami-Dade County Vendor Obligation to County Affidavit</i>
(Section 2-8.1 of the Code of Miami-Dade County) |
| 3. <i>Miami-Dade County Employment Drug-free Workplace Certification</i>
(Section 2-8.1.2(b) of the Code of Miami-Dade County) | 7. <i>Miami-Dade County Code of Business Ethics Affidavit</i>
(Sections 2-8.1(j), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County) |
| 4. <i>Miami-Dade County Disability and Nondiscrimination Affidavit</i>
(Section 2-8.1.5 of the Code of Miami-Dade County) | 8. <i>Miami-Dade County Family Leave Affidavit</i> |

(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)
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)
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 34. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices

and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. 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 35. FEDERAL, STATE, AND LOCAL 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 36. 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 37. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 38. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

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

ARTICLE 39. BANKRUPTCY

The County 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 40. GOVERNING LAW

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

ARTICLE 41. COUNTY USER ACCESS PROGRAM (UAP)**a) User Access Fee**

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 26 of this Contract.

ARTICLE 42. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds itself.

ARTICLE 43. LEINS

The Contractor is prohibited from placing a lien on County property. This prohibition shall apply to all Subcontractors.

ARTICLE 44. FIRST SOURCE HIRING REFERRAL PROGRAM

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

ARTICLE 45. 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 46. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

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

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

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

ARTICLE 47. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

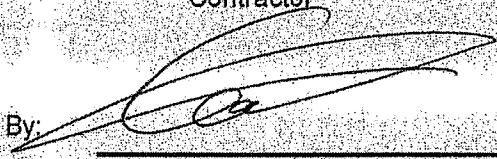
ARTICLE 48. SURVIVAL

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

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

Contractor

Miami-Dade County

By: 

By: _____

Name: GIL NEUMAN

Name: Daniella Levine Cava

Title: C.E.O

Title: Mayor

Date: APRIL 5 2021

Date: _____

Attest: Camilie A. Flores

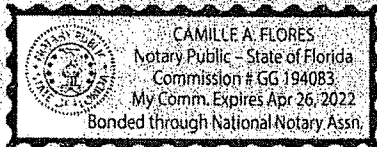
Attest: _____

Corporate Secretary/Notary Public

Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency



Assistant County Attorney

**APPENDIX A
SCOPE OF SERVICES**

**Special Taxing District Assignments for
Kent Security Services**

Coventry
Enchanted Lake
Gables by the Sea
Highland Gardens
Highland Lakes
Morningside
North Dade Country Club/Andover
Oak Forest

1) BACKGROUND

Miami-Dade County (the County), as represented by the Parks, Recreation and Open Spaces Department, is contracting for professional Level 2 and Level 3 stationary security guard services, as further defined in Section 6 of this Appendix, (Services) to provide a visible safety and passive security program at various locations in the County known as Special Taxing Districts (Districts), excluding the Sabal Palm District, which only requires roving patrol security guard services.

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

2) SPECIAL TAXING DISTRICT LOCATIONS

Level 2 Security Officer

The following is a list of District locations for the required Level 2 security guard services, including the number of guardhouses, and the address of each location. All locations require 24 hours per day security guard services, with the exception of Sabal Palm. Sabal Palm requires a roving patrol 18 hours per day.

District #		Special Taxing District Name	Number of Guardhouses	Address
1	G-195	Belle Meade	1	654 NE 76 Street, Miami
2	G-189	Belle Meade Island	1	7651 NE 9 th Avenue, Miami
3	G-203	Coventry	1	1799 NE 198 Terrace, North Miami Beach
4	G-221	Enchanted Lake	2	2210 NE 192 nd Street, North Miami Beach 19831 NE 23 rd Avenue, North Miami Beach
5	G-241	Entrada	1	3690 Matheson Avenue, Miami
6	G-232	Four Way Lodge Estates	1	3498 Poinciana Avenue, Miami
7	G-223	Gables by the Sea	2	5765 SW 128 th Street, Coral Gables 5975 SW 134 th Street, Coral Gables
8	G-194	Highland Gardens	1	21050 Highland Lakes Blvd., Miami
9	G-220	Highland Lakes	2	20445 Highland Lakes Blvd., Miami 2560 NE 209 Terrace, Miami
10	G-193	Keystone Point	3	1801 Keystone Blvd., North Miami 1801 Ixora Road, North Miami 12301 North Bayshore Drive, North Miami

District #		Special Taxing District Name	Number of Guardhouses	Address
11	G-237	Morningside	2	420 NW 50 th Terrace, Miami 5780 NE 5 th Avenue, Miami
12	G-205	North Bay Island	1	1 79 th Street Causeway, North Bay Village
13	G-191	North Dade Country Club/Andover	2	201 NW 207 th Street, Miami Gardens 200 NW 204 th Terrace, Miami Gardens
14	G-217	Oak Forest	2	19901 NE 21 st Avenue, Miami 2330 NE 201 st Street, Miami
15	G-258	Sabal Palm (Roving Patrol Only)	0	NE 169 St & NE 14 Ave, Miami

Level 3 Security Officer

The following is a list of District locations for the required Level 3 security guard services, including the number of guardhouses, and the address of each location. All locations require 24 hours per day security guard services.

District #		Special Taxing District Name	Number of Guardhouse	Address
1	G-152	Star Island	1	2 Star Island Drive, Miami Beach

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

3) MOVEMENT, ADDITION AND DELETION OF DISTRICT LOCATIONS

During the term of the Contract, District locations may be added or terminated at the discretion of the County. Notwithstanding the assignment of District locations, the County reserves the right to assign additional Districts to a Contractor after award. Any assignment of additional Districts to a Contractor, after initial award, will be subject to negotiations. If the County and the recommended Contractor cannot negotiate a successful contract, the County may terminate negotiations and begin negotiations with another recommended Contractor, until the District is assigned. Upon project award, the Contractor's contract will be supplemented, identifying additional Districts and pricing information for providing the new security guard services. Future Districts requesting the security guard services will be assigned a Contractor using the method outlined above, except for cause as approved by the County.

At the County's discretion, a Contractor may be terminated for performance issues, being late in its obligations to the County, and any other reason specified by County policies and procedures. During the term of the Contract, Contractor shall maintain the qualifications of the Contractor, and Contractor's personnel, at a standard consistent and equivalent to the qualification submissions submitted in Contractor's response to the Solicitation.

Movement of a Contractor between Districts, by the County, may also occur after contract award. In the event of said movement, the County will provide the District(s) with the current rates being provided to the other Districts under the contract and the Districts' Homeowner's Association will recommend a new Contractor to be awarded. County reserves the right to establish an alternate, streamlined method of assigning Contractor's to Districts.

4) REQUIREMENTS AND SERVICES TO BE PROVIDED

Contractor shall provide, in all instances as required by the County within the scope of this Contract, an adequate number of personnel to provide the Services at the designated District locations and hours, as may be amended by the County.

In addition, the Contractor shall provide all items necessary to provide the Services including adequate uniforms, equipment and vehicles, as specified herein.

A. Requirements Prior to Notice to Proceed

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

Prior to a contract being executed, the County will review, inspect and determine, at its sole discretion, if the Contractor has met the following requirements. These requirements are continuing conditions throughout the term of the Contract, including extensions and renewals thereof.

The Contractor(s) shall have/obtain and maintain the following:

1. Centralized Dispatch Center

- a) Have a stationary base station/office (dispatch location) where the Central Dispatch Center is located. The County may inspect the dispatch location at any time. The dispatch location shall provide centralized dispatching services, manned by experienced personnel, twenty-four (24) hours a day, seven days a week, unless otherwise indicated herein. The dispatcher on duty shall be available for contact by landline telephone, cellular phone and/or 2-way radio from the guardhouse(s) at all times. 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 services.
- b) Have a complete roster of all security guards assigned to the District and hours to be worked.
- c) Have a backup generator or other technology that allows for the continued operation of the Central Dispatch Center during power outages, inclement weather, man-made or natural disasters.

2. Insurance

Meet the Insurance requirements as specified in Article 12 of the sample Contract attached.

3. Performance Bond

Meet the Performance Bond requirements as specified in Article 7 of the sample Contract attached.

4. Permits, Licenses and Certificates

Provide all necessary permits, licenses and certificates for Contractor, Contractor's site supervisor(s), and Contractor's security personnel, that will be assigned to the contract.

5. Rights of Inspection

Ensure that the County may, in its sole discretion, visit and inspect the Central Dispatch Center to be utilized to provide services, prior to award and during the term of the contract, to ensure space and equipment is adequate to provide the Services.

B. GENERAL REQUIREMENTS

The Contractor shall:

1. Furnish management, supervision, manpower, equipment, supplies, etc. necessary to provide security services at each District location for which Contractor is awarded a contract.
2. Provide continuous 24 hours per day, 365 days per year, unarmed security services for the purpose of providing a visible safety and passive security program at each of the District locations awarded, with the exception of Sabal Palm roving patrols, which is provided 18 hours per day, 365 days per year.
3. Provide security guard services at each District locations' guardhouse, as specified herein. Each guardhouse shall be provided with a two-way radio (transmitter-receiver) or Contractor-provided cellular phone. The service will consist of at least one unarmed security guard operating at the guardhouse, located at the entrance to the community at the District locations.
4. Issue to each security guard assigned to this project, an approved identification badge. The identification badge shall be worn while on duty at all times. The badge shall include a laminated employee photograph, employee number, physical description, employee title, and company name.
5. Issue uniforms to each security guard, which are the same for each class of employees (security guard and security supervisors). The style and color must be distinguishable from the uniform of any police agency in the County. The cost of uniforms and other equipment shall be the responsibility of the Contractor.
6. Post orders at each security guardhouse. All security guards shall receive and pass post order testing conducted by the Contractor prior to duty assignment. All guards shall have access to the site post orders at all times while on duty.
7. Provide, to each employee performing security guard services, sufficient training in basic security guard duties. Training shall take place prior to the security guard commencing the services required herein.
8. Provide a security guard, designated as a full-time site supervisor, for each guardhouse, who shall inspect the District at least once per shift, seven days per week. Documentation of a sufficient number of personnel scheduled, so as to fulfill this requirement, shall be required.
9. Provide the following documents, as specified below, for each security guard assigned to guard post, prior to the security guard's start of work in the District.
 - 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 certification
- d) Proof of minimum education requirements
- e) Licenses
- f) Florida Department of Law Enforcement certification of no felony record (dated within the preceding 60 days of employment)
- g) Proof of citizenship or work permit or INS I-9 certification
- h) Certification of Post Order Testing

10. The County may add armed security services to any District, upon request from the Districts.

5) SECURITY GUARD PERSONNEL REQUIREMENTS

The Contractor shall ensure that all personnel meet the minimum requirements, or standards regarding background, education, experience, health, citizenship and security requirements as established in this section to be eligible to perform security guard services requested herein, unless specifically and individually waived by the County's Project Manager or designee. Contractor's personnel shall keep active, and possess at all times while on duty, those professional, technical licenses or certificates as required by applicable law, including a company issued photo I.D. card. The Contractor shall provide in all instances, uniformed security guards who are equipped with communication devices, to provide the Services at District locations.

All level of security guards shall meet the following requirements:

1. Have a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493 and maintain this license at all times while providing Services 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. Be at least twenty-one (21) years of age.
4. Have and maintain a valid State of Florida Driver's license as well as responsible driving history, only applicable to guards performing roving patrol duties. All Site Supervisors shall have a five (5) 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. Contractor's

personnel providing services to the County shall not have currently or in the past:

- a) Any Felony including, Sexual or Domestic Violence conviction.
- b) Discharged from the military under any conditions other than honorable.
- c) 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 Project Manager or designee in his or her sole discretion.
- d) 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.

The Contractor shall conduct an annual national background verification of any employee or staff assigned to provide Services to the Districts under the Contract, and shall submit the verification to the County Project Manager or designee upon request.

6. Be able to communicate proficiently (both oral and written) in English. Security work often deals with life/safety issues; therefore, the Contractor's site supervisors 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.
7. Shall successfully complete a medical examination, to be conducted at the Contractor(s)' expense prior to duty assignment or as required for reasonable cause, determined by the County Project Manager or designee. The results of the medical examination must demonstrate the personnel's ability to perform the required services.

The tests shall include, at a minimum:

- Vision
- Physical examination
- Speech
- Testing for drug and illegal substance use.
- Routine urinalysis
- Audio
- Background screening

6) EDUCATIONAL BACKGROUND AND EXPERIENCE

1. LEVEL 2 SECURITY GUARD

Security guards are unarmed, shall have at minimum a Class D Security License and shall possess, at a minimum, a high school diploma or certified general equivalency diploma (GED), and be able to document a work history or educational background which includes and meet at least one of the following qualifications:

- a) Minimum of five years of experience as a licensed security guard;
- b) Minimum of two years military experience;
- c) Civilian or Military law enforcement or Corrections accreditation;
- d) Four-year (bachelor's) degree from an accredited college or university;
- e) Two-year (associate) degree from an accredited college and one year experience as

a licensed security guard.

2. LEVEL 3 SECURITY GUARD

This is the highest classification of security guard and is an unarmed position. Security guard shall have at minimum a Class D Security License, and shall possess a high school diploma or certified general equivalency diploma (GED), and be able to document a work history or educational background which includes at least one of the following qualifications:

- a) Civilian or Military law enforcement accreditation;
- b) Minimum of one year experience as a correctional officer (sworn with powers of arrest);
- c) Minimum of one year experience as a federal law enforcement officer;
- d) Minimum of three years Army or Marines combat area specialty;
- e) Minimum of one year Elite unit military experience (i.e., Special Forces or SEAL units);
- f) Four-year (bachelor's) degree from an accredited college or university in Criminal Justice.

Notes applicable to Level 2 and Level 3 guards: a) In the event an armed security guard levels 2 and 3 are required, the security guard will also be required to have and maintain a State of Florida "G" Firearms License; b) all required experience shall be within the US or its territories; c) all experience shall be fully and readily verifiable; d) applicants with military service shall provide a copy of the DD-214L form and have received an honorable discharge from duty in order to be accepted; applicants with law enforcement and correctional experience shall have no dismissal with cause; and e) the County may consider alternate qualifications.

3. SITE SUPERVISOR

Contractor shall provide a site supervisor. These positions shall be the equivalent in qualifications of the highest classification of security guard being supervised. All site supervisors employed by the Contractor to provide Services 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.

At the County's discretion, the site supervisor may 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 solicitation.

7) SECURITY GUARDS SPECIFIC TASKS AND RESPONSIBILITIES

The following tasks and responsibilities shall be performed by security personnel employed by the Contractor(s) to provide security guard services to the Districts.

1. SECURITY GUARD

The Security Guard shall:

- a) Report to work on time and remain on assigned duties until relieved as required.
- b) Maintain good personal and uniform appearance and be courteous to the public at all times. Uniforms shall be clean and pressed and include name tags.
- c) Maintain order and use good judgment and discretion in handling unruly or trespassing public.

- d) Maintain daily logs and write daily reports, and incident reports. Incident reports shall be on a pre-approved County form.
- e) Maintain a professional atmosphere within areas of assignment.
- f) Refrain from conducting non-work related activities while providing services to the County. In addition, newspapers and magazines are prohibited from being anywhere on post. Each security guard shall ensure at the start of each shift that this policy is followed (e.g., security guards need to be sure that there are no newspapers, unauthorized reading materials, televisions, radios, or any other unauthorized items in the area of the post) because security guards will be held responsible and liquidated damages may be assessed (refer to Section 12).

Security Guards shall sign in and sign out when reporting for duty and when leaving at the end of the work shifts. A "Record of Time of Arrival and Departure" or similar form provided by the Contractor, shall be used for this purpose. The security guard's site supervisor shall sign and note time of arrival and departure in a contrasting color. All documented time entries shall consist of the actual event time, not a scheduled time.

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

2. SITE SUPERVISOR

The site supervisor shall:

- a) Be assigned to the District location as one of the security guards at the site.
- b) Remain in constant communication with the Contractor's Central Dispatch Station.
- c) Observe the condition and performance of the other guards, the condition of the guardhouse, the guardhouse environment and level of activity. Supervisory and responsibilities shall include on-site training and work direction, and may include the tasks and responsibilities listed for security guards.

8) TRAINING REQUIREMENTS

The Contractor shall provide mandatory, on-site orientation training to all security guards as specified in the post orders (refer to Section 10(3)).

Site Orientation Training:

The training shall consist of, but not be limited to:

- 1. General and specific orders of the District location
- 2. Policy and specific procedures for responding to emergencies at the location
- 3. Procedures for access control and operation of the security system
- 4. Report writing
- 5. Safety and fire prevention
- 6. Police authority and jurisdiction
- 7. Identification
- 8. Other security matters, prior to duty assignment

Training shall be conducted by the Contractor's site supervisor, and shall take place prior to commencing the Services. Prior to completion of training, security guards shall not be in an active duty status and may not be placed on duty at any District location to which the security guard is being assigned. The measure of success for the training will be the

effectiveness with which the security guard is able to perform post duties. The County shall be the sole assessor of the effectiveness of the training.

The County shall reimburse the Contractor for the training of new security guards assigned to the Districts at the contracted hourly rate, for up to four (4) hours of work for each guard who is approved, and after the guard has completed 160 hours of work after said training.

9) REPORTING REQUIREMENTS

The Contractor shall comply with the following reporting requirements and procedures:

1. Document any unusual events in the post logbook, within eight (8) hours of the occurrence so the County Project Manager or designee can identify the persons later, if a further investigation is needed. All bound logbooks become the property of the County upon their replacement. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition. The Contractor shall maintain all logbooks. Upon expiration of the Contract or earlier as required by County Project Manager or designee, the Contractor shall deliver all such logbooks to the County, at a place to be determined by the County Project Manager.
2. A copy of all reports and all major incidents shall be furnished within 24 hours of occurrence to the County Project Manager or designee.
3. An incident report shall be completed whenever any unusual event and/or criminal events occur. Such events include, but are not limited to: discharge of firearms, major criminal act or any safety hazards. Security guards shall consult the Contractor's site supervisor when in doubt about any reports. 911 should be called immediately. The Central Dispatch Center shall be notified immediately after calling 911.
4. Pertinent facts of daily events shall be written in the post logbook, however any incident that requires a report shall be verbally reported to the Central Dispatch Center immediately after the incident occurs.
5. A tracking report from the vehicle performing the roving patrol shall be provided at the County's request.
6. Report any concerns, questions or issues raised by the Districts to the County Project Manager. The Contractor and the County Project Manager will work together in resolving in accordance with the provisions of the resulting contract.

10) WORK PRACTICES, STANDARDS AND DUTIES

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

1. Standards of Conduct

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

2. Work Schedules

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

a) Posting Work Schedules

The work schedules for supervisors and guards shall be prepared and posted in the work area for continuous five-week periods. Changes to schedules shall be posted in the work

area with sufficient time to insure that employees affected by a change in duty hours are properly notified. Security guards are authorized to deviate from prescribed schedules only when unusual or emergency conditions exist. Such deviations and the reasons are to be recorded in the daily log.

b) Relief

The duties of the security guard require that the security guard not leave the post until properly relieved by duty personnel assigned to the following shift, if such shift is scheduled, or unless specifically authorized by the County. The Contractor shall provide breaks as required by federal and Florida law. Security guards, who are on a break, shall remain at their assigned post unless relieved by a properly trained relief personnel. Any violations may result in removal of the security guard, and/or may result in liquidated damages (refer to Section 12).

c) Starting and Stopping Work

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

d) Limitations on Hours and Assignments

No security guard shall provide more than ten hours of service, including all break periods, within a twenty four hour period, unless the work periods are separated by an eight hour non-duty period. This limitation may be waived by the County in emergency situations that are beyond the control of the Contractor (e.g., weather conditions, civil disturbances, natural disasters, etc. preventing the next shift from getting to the post). Each occurrence will require an individual waiver provided by the County Project Manager or designee.

3. District Post Orders

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

- a) District location information (e.g., operating hours, chain of command);
- b) District location rules and regulations;
- c) Operation of equipment;
- d) Vehicular traffic control;
- e) Access control procedures;
- f) Emergency response procedures;
- g) Security and fire control/alarm systems;
- h) Hazardous conditions, inspection/reporting;
- i) Response to emergencies, (e.g., fires, injury, or illness, etc.);
- j) Safeguarding persons and property; and
- k) Minimum number of hours for site orientation training.

4. Overtime

Overtime payment will be at a maximum rate of one and half times the regular hourly wages. Overtime hours shall be paid to the employee, by the Contractor, for all hours in the excess of 40 hours per week [Refer above to Section 10(2)(d)]. As a matter of confirmation, overtime work only occurs after 40 hours of work, in a given week, by a given individual. Further, overtime work shall not be allowed during an employee's normal workday.

The County will compensate the Contractor for overtime pay **only** when caused by special request of the County or by Force Majeure (an act that cannot be reasonably anticipated or controlled). Each occurrence will require an individual waiver provided by the County Project Manager or designee, prior to the commencement of the overtime work. Additionally, there are eight holidays, on which, if service is provided, the overtime rate applies. The eight holidays are New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

5. Reports, Records and Desk Book

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

6. Emergency Assistance

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

7. Lost and Found

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

8. Hazardous Conditions

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

9. Removal from Duty

If the County Project Manager or designee receives disqualifying information on a security guard, from results of the suitability check or due to unfitness for duty (as discussed below), the County Project Manager may request that the Contractor immediately remove said security guard from duty. The Contractor must comply with all such requests. Suitability checks can be performed at the discretion of the County, but no less than once every quarter.

a) Suitability

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

b) Unfitness for Duty

The County may also request the Contractor immediately remove any security guard from the guard post if that individual(s) assigned to duty has been disqualified for either suitability or security reasons, or is found to be unfit to perform security guard duties. For clarification, a determination of unfitness may be made from, but not be limited to, incidents involving the most immediate identifiable types of misconduct or delinquency as set forth below:

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

10. Replacement Employees

The Contractor shall provide training, not limited to training outlined in Section 11, to each replacement security guard prior to the security guard start of work at any District location. All security guards shall be approved by the County Project Manager or designee prior to assignment to a District.

11. Waivers

When an unusual, short-term unavailability of regularly assigned security guards exists, the County, in writing and prior to the security guard's commencement of duty, may waive training requirements. The Contractor shall limit the use of any untrained or unqualified guard to a period not-to-exceed a cumulative total of 40 hours.

12. Weapons

No guns, night sticks, stun guns, handcuffs or other weapons are permitted for unarmed security guards at the guard post. In the event armed security services are added to any District, upon request from the HOA, weapons will be permitted for the armed security guard.

11) COUNTY AND CONTRACTOR SUPPLIED ITEMS**1. COUNTY SUPPLIED EQUIPMENT, MATERIALS AND SUPPLIES**

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

- a) Guardhouse with a light, working air conditioner, and related keys, including written operation procedures and instructions. Restroom and drinking water facilities are located at the guardhouse site.
- b) Telephone to be used for official business only under terms of any contract issued as a result of this Solicitation. Personal use of the telephone by security guards is strictly prohibited, except in case of emergency, and such use may be subject to imposition of applicable penalties or fines by the County.
- c) Forms: A sample of required forms and other documentation used in reporting procedures at specific locations will be provided or approved by the County, on a site specific basis.
- d) Officer's Desk Books, which will contain complete duty instructions for manning the post (District Post Orders), plus any special emergency procedure instructions.

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

2. CONTRACTOR SUPPLIED ITEMS

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

- a) Communication Equipment: A two-way radio (transmitter-receiver), licensed for use by the FCC, is required for each guardhouse. This criteria and all other facets of the Contractor's radio communications system will be evaluated by County radio technicians or other person(s) designated by the County Project Manager or designee prior to the issuance of NTP. Should the system be judged inadequate to provide service within the contractual standards specified herein, and the Contractor is unable or unwilling to make changes deemed necessary by the County, the NTP will not be issued. This requirement may be waived if the Contractor provides the security guard with a cell-phone. The County may, at its sole discretion terminate the contract for default.
- b) Special Equipment: At least one working flashlight shall be available at the guardhouse.
- c) Uniforms: Each security guard shall wear a complete, clean, well-fitting uniform as is initially approved by the County. Uniform shall include a shirt and cap. Uniforms, and the wearing of them, shall generally conform to standards and usage prescribed and in effect for security guards. All security guard personnel performing the services requested herein shall wear the same color and style of uniform. The Contractor shall supply a cold-weather jacket for each security guard required to perform duties while exposed to cold or wet weather conditions. All foul weather clothing shall be identical in style and color for each guard.

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

During warm weather months, the County may, at its discretion, permit the security guard to work without a cap. Failure however, to obey uniform regulations will result in liquidated damages (refer to Section 13 below) to the Contractor by the County, and possible removal of the employee from duty at District locations.

12) LIQUIDATED DAMAGES

Contractor shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. Contractor acknowledges and agrees that damages likely to be incurred to the County as a result of the below listed incidents are incapable, or is difficult, to precisely estimate. In light of this difficulty, for each occurrence of an incident listed below, the Contractor 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 personnel being removed from the post and/or contract issued as a result of this Solicitation 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, 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 promptly by the County Project Manager or designee, in order to afford the Contractor time to notify the County of extenuating circumstances.

Note: The County will apply deductions for liquidated damages against the Contractor's invoice separately for each documented violation.

A. Major Incidents

If any of the following major incidents occur, the Contractor shall be liable to the County for liquidated damages in the amount of \$100.00 per incident:

- Failure to provide security guard coverage.
- Security guard sleeping on duty.
- Security guard working under the influence of drugs or alcohol.
- Security guard participating in any collusion of criminal activity such as theft, vandalism, sale of drugs or alcohol.
- Falsifying logbook entries or status reports.
- Failure to provide a written report documenting an incident or accident.
- Failure to properly train any security guard employee.
- Disorderly conduct, use of abusive or offensive language, intimidation by words or action, or fighting.
- A security guard working over 10 consecutive hours at a guardhouse, unless waived by the County as stated in Section 10(2)(d) above.

B. Minor Incidents

If any of the following minor incidents occur, the Contractor shall be liable to the County for liquidated damages in the amount of \$50.00 per incident:

- Improper uniform or unsatisfactory appearance.

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

13) **VIOLATIONS**

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

1. Personnel violations: These violations may include, but not limited to: tardiness, sleeping on duty, failure to follow post orders, abandoning post, failed to report for duty, inappropriate behavior, improper or badly soiled uniform, failure to make report, improper State licensure (e.g., not on person, expired), improper records, reports or logbook, unauthorized visitors on post, not signing in or out in logbook, personal phone use, or health deficiencies.
2. Administrative violations: These violations may include, but not limited to: improperly or insufficiently equipped, no radio or inoperative radio, inadequate writing skills, inadequate training, lack of contract supervision, excessive hours on duty (not approved in advance by County), violations of local, State, or Federal laws, Regulations, or Ordinances, criminal records check not complete or hired security guards with criminal records, difficulty in speaking or understanding English, and/or being understood by others, failure to have current post orders on site, invoicing discrepancies or inaccuracies, or contract violations.
3. Special violations: These violations may include, but not limited to: reassignment of any personnel previously suspended or removed from duty by the County, failure to notify the County of an arrest of personnel, improper internal employee fines or wage practices, false statements or falsification of any documents required by the County.
4. Repeated Violations: Repeated violations of any type or a particularly serious violation at the same District location may result in the removal of the Contractor from the District by the County. The District may be assigned to another Contractor. Similarly, new or existing Districts may be assigned to a different Contractor, in the best interest of the County, if there has been a demonstrated pattern of incompetence by the existing Contractor.

Note: A continuing pattern of frequent and/or egregious violations at multiple District locations, or repeated actions by the County Project Manager or designee to remove the Contractor from District locations, may result in the termination of the Contract.

14) DOCUMENTATION

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

- A. The Contractor shall maintain, at a minimum, the following documents at the central dispatch station:
- Financial records: invoices, employee payroll and other associated backup documentation;
 - FCC License (if providing two-way radios);
 - Log Books;
 - Incident Reports; and
 - Employee Personnel File.
- B. The Contractor shall maintain a copy of all disciplinary actions taken by the selected Proposer against its personnel, assigned to provide services to the County, for all infractions committed hereunder. A copy of said violations shall be placed in the employees personnel file. The personnel files shall contain copies of, but not limited to, the following documents:
- a) FDLE and national criminal background check which shall be updated on a yearly basis;
 - b) Medical examination, including drug test results, which shall be updated, on a yearly basis;
 - c) Training test results along with a copy of the test;
 - d) Proof of education and experience;
 - e) State Security Officer licenses "D", "G" and "DI" as applicable;
 - f) Employment application and verifications of prior employment;
 - g) Proof of certification for Law Enforcement experience;
 - h) A copy of DD-214 Long form for Military and Coast Guard experience;
 - i) A copy of a valid State of Florida Driver's license, with documentation of five year driver's history; and
 - j) Proof of Citizenship, Resident Alien card or Work Permit.

Note: Failure to comply with any of these requirements constitutes a material breach of the contract, and may result in non-performance penalties as specified in Section 12.

15) 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 the Contractor(s) reasonable notice. The Contractor's Project Manager 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.

16) ANCILLARY EQUIPMENT

Ancillary equipment i.e.; security cameras, security monitoring equipment, security gates, etc. shall not be installed by the Contractor under this contract.

APPENDIX B
Security Guard Services for Special Taxing Districts
Price Schedule

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

Coventry Enchanted Lake Gables by the Sea Highland Gardens Highland Lakes Morningside North Dade Country Club/Andover Oak Forest		
	Positions	Hourly Billing Rate
1	Level 2 Security Guard Unarmed	\$ 23.90
2	Security Guard Site Supervisor	\$ 24.00
3	Level 3 Security Guard Unarmed	\$ 24.35
4	Licensed Motor Vehicle for Roving Patrol	\$ 2.50
5	Level 2 Security Guard Armed	\$ 25.95
6	Level 3 Security Guard Armed	\$ 26.20

Notes:

1. The above total fixed hourly rates are guaranteed, pursuant to Article 8, and include all costs necessary to provide security guard services. Rates are all-inclusive; all out-of-pocket expenses i.e. security guard's uniform, uniform equipment, including employee travel, per diem, and miscellaneous costs and fees, are included in the firm's price, as they will not be reimbursed separately by the County.
2. The County may consider an adjustment only to applicable hourly billable positions, in accordance with the Living Wage Ordinance effective October 1st of each year. The initial negotiated contract prices shall prevail until the first Living Wage adjustment is considered. **The first Living Wage adjustment under this contract shall not be considered until October 2021.**
3. Notwithstanding the hourly rates above, compensation shall be based upon the actual number of service hours performed, less any deductions/fines imposed for non-performance or other contract violations.
4. At this time, the Districts are not utilizing the positions listed in items 3-6 above. If needed, the County reserves the right to use such officers, not to exceed the rates identified in this section.
5. No overtime or holiday rate shall be payable by the County. If due to an emergency or Contractor scheduling, a guard must be paid overtime, this will be the responsibility of the Contractor. The County will only compensate overtime pay when caused by special request of the County or by Force Majeure.

Security Guard Services for Special Taxing Districts
Contract No. D-10112D

Special Taxing District Assignments
Belle Meade North Bay Island

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Security Alliance, LLC., a corporation organized and existing under the laws of the State of Florida, having its principal office at 8323 NW 12th Street, Suite 218, Doral, FL 33126 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County") (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; Miami-Dade County's Designated Purchase No. D-10112 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written profile dated November 11, 2020, hereinafter referred to as the "Contractor's Profile" 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 "**Central Dispatch Center**" to mean a base station/office where personnel employed by the Proposer have the capacity to communicate with contracted security staff, monitor telephone calls, radios, faxes and employees.
- b) The word "**Contract**" to mean collectively the terms and conditions, the Scope of Services, all other appendices and attachments hereto, all amendments issued hereto, D-10112 and all associated addenda, and the Contractor's Proposal.
- c) The word "**Contractor**" to mean the firm that receives any award of a Contract from the County as a result of this Solicitation, and its permitted successors.
- d) The word "**County**" to mean Miami-Dade County, a political subdivision of the State of Florida.
- e) The words "**County Project Manager**" to mean the staff person designated by the County to manage the contract and monitor the performance and delivery of services under the contract.
- f) The word "**District(s)**" to mean the Special Taxing Districts.
- g) The word "**Post**" to mean the physical location where a contracted security staff person is assigned to work his/her shift.
- h) The words "**Post Log Book**" to mean a chronological written report of the daily activities of a security officer assigned to a particular post. This book contains information on all the activities or events that the security officer is engaged in or that come to his/her attention.
- i) The words "**Post Orders**" to mean general and specific duty assignments required for each post.
- j) The word "**Profile**" to mean the properly signed and completed written submission in response to this solicitation by a Contractor for the Services, and as amended or modified through negotiations.
- k) The word "**Services**" to mean Scope of Services, which details the work to be performed by the Contractor(s).
- l) The words "**Contractor's Project Manager**" to mean person designated by the Contractor and approved by Miami-Dade County to administer the Contract.
- m) The word "**Shift**" to mean the number of hours normally assigned to work at a post as may be modified based on need.
- n) The word "**Subcontractor**" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor(s) to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor(s).

- o) The words "**Work**", "**Services**", "**Program**", or "**Project**" to mean all matters and things that will be required to be done by the Contractor(s) in accordance with the Scope of Services and the terms and conditions of this Agreement.

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 48 of this Agreement, 2) the Scope of Services, 3) the Miami-Dade County's Contract D-10112 and any associated addenda and attachments thereof, and 4) the Contractor's Profile.

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 and shall continue through the last day of the 60th month. The County may 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
Parks, Recreation and Open Spaces Department
Special Taxing Districts Division
111 N.W. 1st Street, Suite 1510
Miami, FL 33128-1974
Attention: Division Chief
Phone: (305) 375-2702
E-mail: (305) 375-3338

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

Security Alliance, LLC.
8323 NW 12th Street, Suite 218,
Doral, FL 33126
Attention: William A. Murphy, President
Phone: (305) 670-6544
E-mail: billm@securityalliancegroup.com

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

ARTICLE 7. PERFORMANCE BOND

Contractor shall provide a Performance Bond in the amount of 10% of the total agreed upon annual (52 week) contract price for Services. 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 may 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 annual price. If the Contractor fails to deliver the initial Performance Bond within the 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 proposal guarantee.

ARTICLE 8. 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 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. The initial negotiated prices shall prevail until the first Living Wage adjustment is considered.

The County may consider a request from the Contractor for a price adjustment only to applicable hourly, billable positions, at such time that there is an increase in the Living Wage, in accordance with the Living Wage Ordinance effective October 1st of each year. The Living Wage adjustment under this contract shall not be considered until October 2021. It is the Contractor's responsibility to request any pricing adjustment under this provision for the Living Wage. Any price adjustment to the hourly rates herein cannot exceed the Living Wage increase percentage amount for that fiscal year.

ARTICLE 10. LIVING WAGE/SUPPLEMENTAL GENERAL AGREEMENT

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

ARTICLE 11. 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
Finance Department
c/o Miami Dade PROS Department
Attention: Shared Services Payable Unit
111 NW 1st Street, 26th FL
Miami, Florida 33128

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

ARTICLE 12. INDEMNIFICATION AND INSURANCE

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

The Contractor 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 Contractor as required by Florida Statute 440.
- B. Commercial General Liability including Products/completed operations in an amount not less than \$1,000,000 per occurrence, \$5,000,000 in the aggregate. No exclusion for assault and battery. **Miami-Dade County must be shown as an additional insured.**
- C. Automobile Liability Insurance, covering all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit.
- D. Professional Liability in an amount not less than \$3,000,000 per occurrence, \$3,000,000 in the aggregate.
- E. Umbrella or excess liability insurance in an amount not less than \$2,000,000 per occurrence \$2,000,000 in the aggregate.

These coverage requirements are for unarmed security services only.

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 if 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. 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 26); 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 25(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 26. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, including but 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 37, Conflict of Interest, 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 27. 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 28. 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 29. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation,

software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 30. CONFIDENTIALITY

- a) All materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute confidential information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such confidential information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such confidential information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the confidential information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the confidential information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any

such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 31. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, 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 32. PROPRIETARY RIGHTS

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

- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in this Article 32, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 33. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, 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. <i>Miami-Dade County Ownership Disclosure Affidavit</i>
(Section 2-8.1 of the Code of Miami-Dade County) | 5. <i>Miami-Dade County Debarment Disclosure Affidavit</i>
(Section 10.38 of the Code of Miami-Dade County) |
| 2. <i>Miami-Dade County Employment Disclosure Affidavit</i>
(Section 2.8.1(d)(2) of the Code of Miami-Dade County) | 6. <i>Miami-Dade County Vendor Obligation to County Affidavit</i>
(Section 2-8.1 of the Code of Miami-Dade County) |
| 3. <i>Miami-Dade County Employment Drug-free Workplace Certification</i>
(Section 2-8.1.2(b) of the Code of Miami-Dade County) | 7. <i>Miami-Dade County Code of Business Ethics Affidavit</i>
(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) |
| 4. <i>Miami-Dade County Disability and Nondiscrimination Affidavit</i>
(Section 2-8.1.5 of the Code of Miami-Dade County) | 8. <i>Miami-Dade County Family Leave Affidavit</i> |

- (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)
 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)
 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 34. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices

and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. 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 35. FEDERAL, STATE, AND LOCAL 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

Security Alliance, LLC. Rev. 04/01/2021

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 36. 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 37. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 38. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

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

ARTICLE 39. BANKRUPTCY

The County 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 40. GOVERNING LAW

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

ARTICLE 41. COUNTY USER ACCESS PROGRAM (UAP)**a) User Access Fee**

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 26 of this Contract.

ARTICLE 42. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds itself.

ARTICLE 43. LEINS

The Contractor is prohibited from placing a lien on County property. This prohibition shall apply to all Subcontractors.

ARTICLE 44. FIRST SOURCE HIRING REFERRAL PROGRAM

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

ARTICLE 45. 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 46. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

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

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

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

ARTICLE 47. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

ARTICLE 48. SURVIVAL

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

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

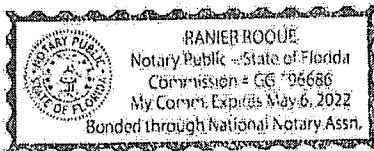
Contractor

Miami-Dade County

By: William A Murphy
Name: William A Murphy
Title: President
Date: April 1, 2021
Attest: [Signature]
Corporate Secretary/Notary Public

By: _____
Name: Daniella Levine Cava
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

Special Taxing District Assignments for Security Alliance, LLC

Belle Meade North Bay Island

1) BACKGROUND

Miami-Dade County (the County), as represented by the Parks, Recreation and Open Spaces Department, is contracting for professional Level 2 and Level 3 stationary security guard services (Services), as further defined in Section 6 of this Appendix, to provide a visible safety and passive security program at various locations in the County known as Special Taxing Districts (Districts), excluding the Sabal Palm District, which only requires roving patrol security guard services.

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

2) DEFINITIONS

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

1. The words "**Central Dispatch Center**" to mean a base station/office where personnel employed by the Contractor have the capacity to communicate with contracted security staff, monitor telephone calls, radios, faxes and employees.
2. The word "**Contract**" to mean collectively the terms and conditions, the Scope of Services, all other appendices and attachments hereto, all amendments issued hereto, D-10112 and all associated addenda, and the Contractor's Profile.
3. The word "**Contractor**" to mean the firm that receives any award of a Contract from the County as a result of this Solicitation, and its permitted successors.
4. The word "**County**" to mean Miami-Dade County, a political subdivision of the State of Florida.
5. The words "**County Project Manager**" to mean the staff person designated by the County to manage the contract and monitor the performance and delivery of services under the contract.
6. The word "**District(s)**" to mean the Special Taxing Districts.
7. The word "**Post**" to mean the physical location where a contracted security staff person is assigned to work his/her shift.
8. The words "**Post Log Book**" to mean a chronological written report of the daily activities of a security officer assigned to a particular post. This book contains information on all the activities or events that the security officer is engaged in or that come to his/her attention.
9. The words "**Post Orders**" to mean general and specific duty assignments required for each post.
10. The word "**Profile**" to mean the properly signed and completed written submission in response to this Solicitation by a Contractor for the Services, and as amended or modified through negotiations.
11. The word "**Services**" to mean Scope of Services, which details the work to be performed by the Contractor(s).

12. The words "**Contractor's Project Manager**" to mean person designated by the Contractor and approved by Miami-Dade County to administer the Contract.
13. The word "**Shift**" to mean the number of hours normally assigned to work at a post as may be modified based on need.
14. The word "**Solicitation**" to mean this document, and all associated addenda and attachments.
15. The word "**Subcontractor**" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor(s) to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor(s).
16. The words "**Work**", "**Services**", "**Program**", or "**Project**" to mean all matters and things that will be required to be done by the Contractor(s) in accordance with the Scope of Services and the terms and conditions of this Solicitation.

3) SPECIAL TAXING DISTRICT LOCATIONS

Level 2 Security Officer

The following is a list of District locations for the required Level 2 security guard services, including the number of guardhouses, and the address of each location. All locations require 24 hours per day security guard services, with the exception of Sabal Palm. Sabal Palm requires a roving patrol 18 hours per day.

District #		Special Taxing District Name	Number of Guardhouses	Address
1	G-195	Belle Meade	1	654 NE 76 Street, Miami
2	G-189	Belle Meade Island	1	7651 NE 9 th Avenue, Miami
3	G-203	Coventry	1	1799 NE 198 Terrace, North Miami Beach
4	G-221	Enchanted Lake	2	2210 NE 192 nd Street, North Miami Beach 19831 NE 23 rd Avenue, North Miami Beach
5	G-241	Entrada	1	3690 Matheson Avenue, Miami
6	G-232	Four Way Lodge Estates	1	3498 Poinciana Avenue, Miami
7	G-223	Gables by the Sea	2	5765 SW 128 th Street, Coral Gables 5975 SW 134 th Street, Coral Gables
8	G-194	Highland Gardens	1	21050 Highland Lakes Blvd., Miami
9	G-220	Highland Lakes	2	20445 Highland Lakes Blvd., Miami 2560 NE 209 Terrace, Miami
10	G-193	Keystone Point	3	1801 Keystone Blvd., North Miami 1801 Ixora Road, North Miami 12301 North Bayshore Drive, North Miami
11	G-237	Morningside	2	420 NW 50 th Terrace, Miami 5780 NE 5 th Avenue, Miami

District #		Special Taxing District Name	Number of Guardhouses	Address
12	G-205	North Bay Island	1	1 79 th Street Causeway, North Bay Village
13	G-191	North Dade Country Club/Andover	2	201 NW 207 th Street, Miami Gardens 200 NW 204 th Terrace, Miami Gardens
14	G-217	Oak Forest	2	19901 NE 21 st Avenue, Miami 2330 NE 201 st Street, Miami
15	G-258	Sabal Palm (Roving Patrol Only)	0	NE 169 St & NE 14 Ave, Miami

Level 3 Security Officer

The following is a list of District locations for the required Level 3 security guard services, including the number of guardhouses, and the address of each location. All locations require 24 hours per day security guard services.

District #		Special Taxing District Name	Number of Guardhouse	Address
1	G-152	Star Island	1	2 Star Island Drive, Miami Beach

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

4) MOVEMENT, ADDITION AND DELETION OF DISTRICT LOCATIONS

During the term of the Contract, District locations may be added or terminated at the discretion of the County. Notwithstanding the assignment of District locations, the County reserves the right to assign additional Districts to a Contractor after award. Any assignment of additional Districts to a Contractor, after initial award, will be subject to negotiations. If the County and the recommended Contractor cannot negotiate a successful contract, the County may terminate negotiations and begin negotiations with another recommended Contractor, until the District is assigned. Upon project award, the Contractor's contract will be supplemented, identifying additional Districts and pricing information for providing the new security guard services. Future Districts requesting the security guard services will be assigned a Contractor using the method outlined above, except for cause as approved by the County.

At the County's discretion, a Contractor may be terminated for performance issues, being late in its obligations to the County, and any other reason specified by County policies and procedures. During the term of the Contract, Contractor shall maintain the qualifications of the Contractor, and Contractor's personnel, at a standard consistent and equivalent to the qualification submissions submitted in Contractor's response to the Solicitation.

Movement of a Contractor between Districts, by the County, may also occur after contract award. In the event of said movement, the County will provide the District(s) with the current rates being provided to the other Districts under the contract and the Districts' Homeowner's Association will recommend a new Contractor to be awarded. County reserves the right to establish an alternate, streamlined method of assigning Contractor's to Districts.

5) REQUIREMENTS AND SERVICES TO BE PROVIDED

Contractor shall provide, in all instances as required by the County within the scope of this Contract, an adequate number of personnel to provide the Services at the designated District locations and hours, as may be amended by the County.

In addition, the Contractor shall provide all items necessary to provide the Services including adequate uniforms, equipment and vehicles, as specified herein.

A. Requirements Prior to Notice to Proceed

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

Prior to a contract being executed, the County will review, inspect and determine, at its sole discretion, if the Contractor has met the following requirements. These requirements are continuing conditions throughout the term of the Contract, including extensions and renewals thereof.

The Contractor(s) shall have/obtain and maintain the following:

1. Centralized Dispatch Center

- a) Have a stationary base station/office (dispatch location) where the Central Dispatch Center is located. The County may inspect the dispatch location at any time. The dispatch location shall provide centralized dispatching services, manned by experienced personnel, twenty-four (24) hours a day, seven days a week, unless otherwise indicated herein. The dispatcher on duty shall be available for contact by landline telephone, cellular phone and/or 2-way radio from the guardhouse(s) at all times. 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 services.
- b) Have a complete roster of all security guards assigned to the District and hours to be worked.
- c) Have a backup generator or other technology that allows for the continued operation of the Central Dispatch Center during power outages, inclement weather, man-made or natural disasters.

2. Insurance

Meet the Insurance requirements as specified in Article 12 of the sample Contract attached.

3. Performance Bond

Meet the Performance Bond requirements as specified in Article 7 of the sample Contract attached.

4. Permits, Licenses and Certificates

Provide all necessary permits, licenses and certificates for Contractor, Contractor's site supervisor(s), and Contractor's security personnel, that will be assigned to the contract.

5. Rights of Inspection

Ensure that the County may, in its sole discretion, visit and inspect the Central Dispatch Center to be utilized to provide services, prior to award and during the term of the contract, to ensure space and equipment is adequate to provide the Services.

B. GENERAL REQUIREMENTS

The Contractor shall:

1. Furnish management, supervision, manpower, equipment, supplies, etc. necessary to provide security services at each District location for which Contractor is awarded a contract.
2. Provide continuous 24 hours per day, 365 days per year, unarmed security services for the purpose of providing a visible safety and passive security program at each of the District locations awarded, with the exception of Sabal Palm roving patrols, which is provided 18 hours per day, 365 days per year.
3. Provide security guard services at each District locations' guardhouse, as specified herein. Each guardhouse shall be provided with a two-way radio (transmitter-receiver) or Contractor-provided cellular phone. The service will consist of at least one unarmed security guard operating at the guardhouse, located at the entrance to the community at the District locations illustrated on the attached Proposed District Boundaries (Exhibit A).
4. Issue to each security guard assigned to this project, an approved identification badge. The identification badge shall be worn while on duty at all times. The badge shall include a laminated employee photograph, employee number, physical description, employee title, and company name.
5. Issue uniforms to each security guard, which are the same for each class of employees (security guard and security supervisors). The style and color must be distinguishable from the uniform of any police agency in the County. The cost of uniforms and other equipment shall be the responsibility of the Contractor.
6. Post orders at each security guardhouse. All security guards shall receive and pass post order testing conducted by the Contractor prior to duty assignment. All guards shall have access to the site post orders at all times while on duty.
7. Provide, to each employee performing security guard services, sufficient training in basic security guard duties. Training shall take place prior to the security guard commencing the services required herein.
8. Provide a security guard, designated as a full-time site supervisor, for each guardhouse, who shall inspect the District at least once per shift, seven days per week. Documentation of a sufficient number of personnel scheduled, so as to fulfill this requirement, shall be required.
9. Provide the following documents, as specified below, for each security guard assigned to guard post, prior to the security guard's start of work in the District.

- 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 certification
- d) Proof of minimum education requirements
- e) Licenses
- f) Florida Department of Law Enforcement certification of no felony record (dated within the preceding 60 days of employment)
- g) Proof of citizenship or work permit or INS I-9 certification
- h) Certification of Post Order Testing

10. The County may add armed security services to any District, upon request from the HOA.

6) SECURITY GUARD PERSONNEL REQUIREMENTS

The Contractor shall ensure that all personnel meet the minimum requirements, or standards regarding background, education, experience, health, citizenship and security requirements as established in this section to be eligible to perform security guard services requested herein, unless specifically and individually waived by the County's Project Manager or designee. Contractor's personnel shall keep active, and possess at all times while on duty, those professional, technical licenses or certificates as required by applicable law, including a company issued photo I.D. card. The Contractor shall provide in all instances, uniformed security guards who are equipped with communication devices, to provide the Services at District locations.

All level of security guards shall meet the following requirements:

1. Have a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493 and maintain this license at all times while providing Services 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. Be at least twenty-one (21) years of age.
4. Have and maintain a valid State of Florida Driver's license as well as responsible driving history, only applicable to guards performing roving patrol duties. All Site Supervisors shall have a five (5) 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. Contractor's personnel providing services to the County shall not have currently or in the past:
 - a) Any Felony including, Sexual or Domestic Violence conviction.
 - b) Discharged from the military under any conditions other than honorable.
 - c) 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 Project Manager or designee in his or her sole discretion.
 - d) 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.

The Contractor shall conduct an annual national background verification of any employee or staff assigned to provide Services to the Districts under the Contract as a result of this Solicitation, and shall submit the verification to the County Project Manager or designee upon request.

6. Be able to communicate proficiently (both oral and written) in English. Security work often deals with life/safety issues; therefore, the Contractor(s)' site supervisors 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.
7. Shall successfully complete a medical examination, to be conducted at the Contractor(s)' expense prior to duty assignment or as required for reasonable cause, determined by the County Project Manager or designee. The results of the medical examination must demonstrate the personnel's ability to perform the required services.

The tests shall include, at a minimum:

- Vision
- Physical examination
- Speech
- Testing for drug and illegal substance use.
- Routine urinalysis
- Audio
- Background screening

7) EDUCATIONAL BACKGROUND AND EXPERIENCE

1. LEVEL 2 SECURITY GUARD

Security guards are unarmed, shall have at minimum a Class D Security License and shall possess, at a minimum, a high school diploma or certified general equivalency diploma (GED), and be able to document a work history or educational background which includes and meet at least one of the following qualifications:

- a) Minimum of five years of experience as a licensed security guard;
- b) Minimum of two years military experience;

- c) Civilian or Military law enforcement or Corrections accreditation;
- d) Four-year (bachelor's) degree from an accredited college or university;
- e) Two-year (associate) degree from an accredited college and one year experience as a licensed security guard.

2. LEVEL 3 SECURITY GUARD

This is the highest classification of security guard and is an unarmed position. Security guard shall have at minimum a Class D Security License, and shall possess a high school diploma or certified general equivalency diploma (GED), and be able to document a work history or educational background which includes at least one of the following qualifications:

- a) Civilian or Military law enforcement accreditation;
- b) Minimum of one year experience as a correctional officer (sworn with powers of arrest);
- c) Minimum of one year experience as a federal law enforcement officer;
- d) Minimum of three years Army or Marines combat area specialty;
- e) Minimum of one year Elite unit military experience (i.e., Special Forces or SEAL units);
- f) Four-year (bachelor's) degree from an accredited college or university in Criminal Justice.

Notes applicable to Level 2 and Level 3 guards: a) In the event an armed security guard levels 2 and 3 are required, the security guard will also be required to have and maintain a State of Florida "G" Firearms License; b) all required experience shall be within the US or its territories; c) all experience shall be fully and readily verifiable; d) applicants with military service shall provide a copy of the DD-214L form and have received an honorable discharge from duty in order to be accepted; applicants with law enforcement and correctional experience shall have no dismissal with cause; and e) the County may consider alternate qualifications.

3. SITE SUPERVISOR

Contractor shall provide a site supervisor. These positions shall be the equivalent in qualifications of the highest classification of security guard being supervised. All site supervisors employed by the Contractor to provide Services 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.

At the County's discretion, the site supervisor may 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 solicitation.

8) SECURITY GUARDS SPECIFIC TASKS AND RESPONSIBILITIES

The following tasks and responsibilities shall be performed by security personnel employed by the Contractor(s) to provide security guard services to the Districts.

1. SECURITY GUARD

The Security Guard shall:

- a) Report to work on time and remain on assigned duties until relieved as required.
- b) Maintain good personal and uniform appearance and be courteous to the public at all times. Uniforms shall be clean and pressed and include name tags.

- c) Maintain order and use good judgment and discretion in handling unruly or trespassing public.
- d) Maintain daily logs and write daily reports, and incident reports. Incident reports shall be on a pre-approved County form.
- e) Maintain a professional atmosphere within areas of assignment.
- f) Refrain from conducting non-work related activities while providing services to the County. In addition, newspapers and magazines are prohibited from being anywhere on post. Each security guard shall ensure at the start of each shift that this policy is followed (e.g., security guards need to be sure that there are no newspapers, unauthorized reading materials, televisions, radios, or any other unauthorized items in the area of the post) because security guards will be held responsible and liquidated damages may be assessed (refer to Section 13).

Security Guards shall sign in and sign out when reporting for duty and when leaving at the end of the work shifts. A "Record of Time of Arrival and Departure" or similar form provided by the Contractor, shall be used for this purpose. The security guard's site supervisor shall sign and note time of arrival and departure in a contrasting color. All documented time entries shall consist of the actual event time, not a scheduled time.

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

2. SITE SUPERVISOR

The site supervisor shall:

- a) Be assigned to the District location as one of the security guards at the site.
- b) Remain in constant communication with the Contractor's Central Dispatch Station.
- c) Observe the condition and performance of the other guards, the condition of the guardhouse, the guardhouse environment and level of activity. Supervisory and responsibilities shall include on-site training and work direction, and may include the tasks and responsibilities listed for security guards.

9) TRAINING REQUIREMENTS

The Contractor shall provide mandatory, on-site orientation training to all security guards as specified in the post orders (refer to Section 11(3)).

Site Orientation Training:

The training shall consist of, but not be limited to:

1. General and specific orders of the District location
2. Policy and specific procedures for responding to emergencies at the location
3. Procedures for access control and operation of the security system
4. Report writing
5. Safety and fire prevention
6. Police authority and jurisdiction
7. Identification
8. Other security matters, prior to duty assignment

Training shall be conducted by the Contractor's site supervisor, and shall take place prior to commencing the Services. Prior to completion of training, security guards shall not be

in an active duty status and may not be placed on duty at any District location to which the security guard is being assigned. The measure of success for the training will be the effectiveness with which the security guard is able to perform post duties. The County shall be the sole assessor of the effectiveness of the training.

The County shall reimburse the Contractor for the training of new security guards assigned to the Districts at the contracted hourly rate, for up to four (4) hours of work for each guard who is approved, and after the guard has completed 160 hours of work after said training.

10) **REPORTING REQUIREMENTS**

The Contractor shall comply with the following reporting requirements and procedures:

1. Document any unusual events in the post logbook, within eight (8) hours of the occurrence so the County Project Manager or designee can identify the persons later, if a further investigation is needed. All bound logbooks become the property of the County upon their replacement. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition. The Contractor shall maintain all logbooks. Upon expiration of the Contract or earlier as required by County Project Manager or designee, the Contractor shall deliver all such logbooks to the County, at a place to be determined by the County Project Manager.
2. A copy of all reports and all major incidents shall be furnished within 24 hours of occurrence to the County Project Manager or designee.
3. An incident report shall be completed whenever any unusual event and/or criminal events occur. Such events include, but are not limited to: discharge of firearms, major criminal act or any safety hazards. Security guards shall consult the Contractor's site supervisor when in doubt about any reports. 911 should be called immediately. The Central Dispatch Center shall be notified immediately after calling 911.
4. Pertinent facts of daily events shall be written in the post logbook, however any incident that requires a report shall be verbally reported to the Central Dispatch Center immediately after the incident occurs.
5. A tracking report from the vehicle performing the roving patrol shall be provided at the County's request.
6. Report any concerns, questions or issues raised by the Districts to the County Project Manager. The Contractor and the County Project Manager will work together in resolving in accordance with the provisions of the resulting contract.

11) **WORK PRACTICES, STANDARDS AND DUTIES**

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

1. **Standards of Conduct**

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

2. **Work Schedules**

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

a) Posting Work Schedules

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

b) Relief

The duties of the security guard require that the security guard not leave the post until properly relieved by duty personnel assigned to the following shift, if such shift is scheduled, or unless specifically authorized by the County. The Contractor shall provide breaks as required by federal and Florida law. Security guards, who are on a break, shall remain at their assigned post unless relieved by a properly trained relief personnel. Any violations may result in removal of the security guard, and/or may result in liquidated damages (refer to Section 13).

c) Starting and Stopping Work

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

d) Limitations on Hours and Assignments

No security guard shall provide more than ten hours of service, including all break periods, within a twenty four hour period, unless the work periods are separated by an eight hour non-duty period. This limitation may be waived by the County in emergency situations that are beyond the control of the Contractor (e.g., weather conditions, civil disturbances, natural disasters, etc. preventing the next shift from getting to the post). Each occurrence will require an individual waiver provided by the County Project Manager or designee.

3. District Post Orders

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

- a) District location information (e.g., operating hours, chain of command);
- b) District location rules and regulations;
- c) Operation of equipment;
- d) Vehicular traffic control;
- e) Access control procedures;
- f) Emergency response procedures;
- g) Security and fire control/alarm systems;
- h) Hazardous conditions, inspection/reporting;

- i) Response to emergencies, (e.g., fires, injury, or illness, etc.);
- j) Safeguarding persons and property; and
- k) Minimum number of hours for site orientation training.

4. **Overtime**

Overtime payment will be at a maximum rate of one and half times the regular hourly wages. Overtime hours shall be paid to the employee, by the Contractor, for all hours in the excess of 40 hours per week [Refer above to Section 11(2)(d)]. As a matter of confirmation, overtime work only occurs after 40 hours of work, in a given week, by a given individual. Further, overtime work shall not be allowed during an employee's normal workday.

The County will compensate the Contractor for overtime pay **only** when caused by special request of the County or by Force Majeure (an act that cannot be reasonably anticipated or controlled). Each occurrence will require an individual waiver provided by the County Project Manager or designee, prior to the commencement of the overtime work. Additionally, there are eight holidays, on which, if service is provided, the overtime rate applies. The eight holidays are New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

5. **Reports, Records and Desk Book**

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

6. **Emergency Assistance**

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

7. **Lost and Found**

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

8. **Hazardous Conditions**

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

9. **Removal from Duty**

If the County Project Manager or designee receives disqualifying information on a security guard, from results of the suitability check or due to unfitness for duty (as discussed below), the County Project Manager may request that the Contractor immediately remove said security guard from duty. The Contractor must comply with all such requests. Suitability checks can be performed at the discretion of the County, but no less than once every quarter.

a) **Suitability**

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

b) Unfitness for Duty

The County may also request the Contractor immediately remove any security guard from the guard post if that individual(s) assigned to duty has been disqualified for either suitability or security reasons, or is found to be unfit to perform security guard duties. For clarification, a determination of unfitness may be made from, but not be limited to, incidents involving the most immediate identifiable types of misconduct or delinquency as set forth below:

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

10. Replacement Employees

The Contractor shall provide training, not limited to training outlined in Section 11, to each replacement security guard prior to the security guard start of work at any District location. All security guards shall be approved by the County Project Manager or designee prior to assignment to a District.

11. Waivers

When an unusual, short-term unavailability of regularly assigned security guards exists, the County, in writing and prior to the security guard's commencement of duty, may waive training requirements. The Contractor shall limit the use of any untrained or unqualified guard to a period not-to-exceed a cumulative total of 40 hours.

12. Weapons

No guns, night sticks, stun guns, handcuffs or other weapons are permitted for unarmed security guards at the guard post. In the event armed security services are added to any District, upon request from the HOA, weapons will be permitted for the armed security guard.

12) COUNTY AND CONTRACTOR SUPPLIED ITEMS**1. COUNTY SUPPLIED EQUIPMENT, MATERIALS AND SUPPLIES**

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

- a) Guardhouse with a light, working air conditioner, and related keys, including written operation procedures and instructions. Restroom and drinking water facilities are located at the guardhouse site.
- b) Telephone to be used for official business only under terms of any contract issued as a result of this Solicitation. Personal use of the telephone by security guards is strictly prohibited, except in case of emergency, and such use may be subject to imposition of applicable penalties or fines by the County.
- c) Forms: A sample of required forms and other documentation used in reporting procedures at specific locations will be provided or approved by the County, on a site specific basis.
- d) Officer's Desk Books, which will contain complete duty instructions for manning the post (District Post Orders), plus any special emergency procedure instructions.

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

2. CONTRACTOR SUPPLIED ITEMS

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

- a) Communication Equipment: A two-way radio (transmitter-receiver), licensed for use by the FCC, is required for each guardhouse. This criteria and all other facets of the Contractor's radio communications system will be evaluated by County radio technicians or other person(s) designated by the County Project Manager or designee prior to the issuance of NTP. Should the system be judged inadequate to provide service within the contractual standards specified herein, and the Contractor is unable or unwilling to make changes deemed necessary by the County, the NTP will not be issued. This requirement may be waived if the Contractor provides the security guard with a cell-phone. The County may, at its sole discretion terminate the contract for default.
- b) Special Equipment: At least one working flashlight shall be available at the guardhouse.

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

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

During warm weather months, the County may, at its discretion, permit the security guard to work without a cap. Failure however, to obey uniform regulations will result in liquidated damages (refer to Section 13 below) to the Contractor by the County, and possible removal of the employee from duty at District locations.

13) LIQUIDATED DAMAGES

Contractor shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. Contractor acknowledges and agrees that damages likely to be incurred to the County as a result of the below listed incidents are incapable, or is difficult, to precisely estimate. In light of this difficulty, for each occurrence of an incident listed below, the Contractor 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 personnel being removed from the post and/or contract issued as a result of this Solicitation 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, 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 promptly by the County Project Manager or designee, in order to afford the Contractor time to notify the County of extenuating circumstances.

Note: The County will apply deductions for liquidated damages against the Contractor's invoice separately for each documented violation.

A. Major Incidents

If any of the following major incidents occur, the Contractor shall be liable to the County for liquidated damages in the amount of \$100.00 per incident:

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

action, or fighting.

- A security guard working over 10 consecutive hours at a guardhouse, unless waived by the County as stated in Section 11(2)(d) above.

B. Minor Incidents

If any of the following minor incidents occur, the Contractor shall be liable to the County for liquidated damages in the amount of \$50.00 per incident:

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

14) VIOLATIONS

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

1. Personnel violations: These violations may include, but not limited to: tardiness, sleeping on duty, failure to follow post orders, abandoning post, failed to report for duty, inappropriate behavior, improper or badly soiled uniform, failure to make report, improper State licensure (e.g., not on person, expired), improper records, reports or logbook, unauthorized visitors on post, not signing in or out in logbook, personal phone use, or health deficiencies.
2. Administrative violations: These violations may include, but not limited to: improperly or insufficiently equipped, no radio or inoperative radio, inadequate writing skills, inadequate training, lack of contract supervision, excessive hours on duty (not approved in advance by County), violations of local, State, or Federal laws, Regulations, or Ordinances, criminal records check not complete or hired security guards with criminal records, difficulty in speaking or understanding English, and/or being understood by others, failure to have current post orders on site, invoicing discrepancies or inaccuracies, or contract violations.
3. Special violations: These violations may include, but not limited to: reassignment of any personnel previously suspended or removed from duty by the County, failure to notify the County of an arrest of personnel, improper internal employee fines or wage practices, false statements or falsification of any documents required by the County.
4. Repeated Violations: Repeated violations of any type or a particularly serious violation at the same District location may result in the removal of the Contractor from the District by the County. The District may be assigned to another Contractor. Similarly, new or existing Districts may be assigned to a different Contractor, in the best interest of the County, if there has been a demonstrated pattern of incompetence by the existing Contractor.

Note: A continuing pattern of frequent and/or egregious violations at multiple District locations, or repeated actions by the County Project Manager or designee to remove the Contractor from District locations, may result in the termination of the Contract.

15) DOCUMENTATION

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

- A. The Contractor shall maintain, at a minimum, the following documents at the central dispatch station:
- Financial records: invoices, employee payroll and other associated backup documentation;
 - FCC License (if providing two-way radios);
 - Log Books;
 - Incident Reports; and
 - Employee Personnel File.
- B. The Contractor shall maintain a copy of all disciplinary actions taken by the selected Contractor against its personnel, assigned to provide services to the County, for all infractions committed hereunder. A copy of said violations shall be placed in the employees personnel file. The personnel files shall contain copies of, but not limited to, the following documents:
- a) FDLE and national criminal background check which shall be updated on a yearly basis;
 - b) Medical examination, including drug test results, which shall be updated, on a yearly basis;
 - c) Training test results along with a copy of the test;
 - d) Proof of education and experience;
 - e) State Security Officer licenses "D", "G" and "DI" as applicable;
 - f) Employment application and verifications of prior employment;
 - g) Proof of certification for Law Enforcement experience;
 - h) A copy of DD-214 Long form for Military and Coast Guard experience;
 - i) A copy of a valid State of Florida Driver's license, with documentation of five year driver's history; and
 - j) Proof of Citizenship, Resident Alien card or Work Permit.

Note: Failure to comply with any of these requirements constitutes a material breach of the contract, and may result in non-performance penalties as specified in Section 13.

16) 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 the Contractor(s) reasonable notice. The Contractor's Project Manager 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.

17) ANCILLARY EQUIPMENT

Ancillary equipment i.e.; security cameras, security monitoring equipment, security gates, etc. shall not be installed by the Contractor under this contract.

APPENDIX B

**Security Guard Services for Special Taxing Districts
Price Schedule**

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

Coventry Enchanted Lake Gables by the Sea Highland Gardens Highland Lakes Morningside North Dade Country Club/Andover Oak Forest		
	Positions	Hourly Billing Rate
1	Level 2 Security Guard Unarmed	\$ 23.80
2	Security Guard Site Supervisor	\$ 24.90
3	Level 3 Security Guard Unarmed	\$ 24.00
4	Licensed Motor Vehicle for Roving Patrol	\$ 2.20
5	Level 2 Security Guard Armed	\$ 26.25
6	Level 3 Security Guard Armed	\$ 27.40

Notes:

1. The above total fixed hourly rates are guaranteed, pursuant to Article 8, and include all costs necessary to provide security guard services. Rates are all-inclusive; all out-of-pocket expenses i.e. security guard's uniform, uniform equipment, including employee travel, per diem, and miscellaneous costs and fees, are included in the firm's price, as they will not be reimbursed separately by the County.
2. The County may consider an adjustment only to applicable hourly billable positions, in accordance with the Living Wage Ordinance effective October 1st of each year. The initial negotiated contract prices shall prevail until the first Living Wage adjustment is considered. **The first Living Wage adjustment under this contract shall not be considered until October 2021.**
3. Notwithstanding the hourly rates above, compensation shall be based upon the actual number of service hours performed, less any deductions/fines imposed for non-performance or other contract violations.
4. At this time, the Districts are not utilizing the positions listed in items 3-6 above. If needed, the County reserves the right to use such officers, not to exceed the rates identified in this section.
5. No overtime or holiday rate shall be payable by the County. If due to an emergency or Contractor scheduling, a guard must be paid overtime, this will be the responsibility of the Contractor. The County will only compensate overtime pay when caused by special request of the County or by Force Majeure.