Security Guard Services for Miami Dade County Water & Sewer Department
Contract No. RFP-00188 D
Sector D

THIS AGREEMENT made and entered into as of this 1st day of September, 2017 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 N.W. 12 TH Street Suite 218, 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"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide security guard services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 00188 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated January 5, 2016, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

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

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

ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 00188 and all associated addenda, and the Contractor's Proposal.

b) The words "Contract Date" to mean the date on which this Agreement is effective.

c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services

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

d) The word "Contractor" to mean Security Alliance, LLC and its permitted successors.

e) The word "Days" to mean Calendar Days.

f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

h) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.

j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

k) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

l) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) Price Schedule – Appendix B 4) the Miami-Dade County's RFP No.00188 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

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

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

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder"

shall be deemed to refer to this Agreement.

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

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on effective on the date stated on the first page of this agreement and shall continue through the last day of the thirty-six month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period of two (2) additional three (3)years terms. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) to the County

a) to the Project Manager:

Miami-Dade County Water & Sewer Department
Attention: Chief of Security, WASD
3071 S.W. 38th Avenue
Miami, FL 33146-1520
Phone: (786) 552-8458
Email: aubrey.johnson@miamidade.gov

and,
b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Assistant Director
Phone: (305) 375-2363
Fax: (305) 375-2316
E-mail: singer@miamidade.gov

(2) To the Contractor

Security Alliance, LLC
8323 N.W. 12th Street
Suite 218
Doral, FL 33126
Attention: William Murphy
Phone: 305-670-6544
Fax: 305-670-6545
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. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as stipulated in Appendix B, herein. 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.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. PRICE

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

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than twice per month, upon invoices certified by the Contractor pursuant to Appendix A – Scope of Services. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. 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 Miami-Dade County Code. 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 Water & Sewer Department
Attention: Chief of Security, WASD
3071 S.W. 38th Avenue
Miami, FL 33146-1520
Phone: (786) 552-8458
Email: aubrey.johnson@miamidade.gov

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

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

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

SECTOR D:

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

B. Commercial General Liability Insurance on a comprehensive basis, including Personal Injury Liability, in an amount not less than $5,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be an additional insured with respect to this coverage.

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

OR

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

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

Miami-Dade County
111 N.W. 1st Street
Suite 1300
Miami, Florida 33128-1974

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

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

The Contractor shall 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 11. 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 12. EMPLOYEES OF THE CONTRACTOR

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

ARTICLE 13. 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 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial

when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

Miami-Dade County Water & Sewer Department
Attention: Chief of Security, WASD
3071 S.W. 38th Avenue
Miami, FL 33146-1520
Phone: (786) 552-8458
Email: aubrey.johnson@miamidade.gov

ARTICLE 15. 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 16. 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 17. AUDITS

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

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

ARTICLE 18. 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 19. 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 20. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall

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

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

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

ARTICLE 22. 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 23. TERMINATION AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

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

e) In the event that the County exercises its right to terminate this Agreement, 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 24. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis;

ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide

adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

i. treat such failure as a repudiation of this Agreement; and

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. 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 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and

c) such other direct damages.

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

ARTICLE 27. 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 28. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any

unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

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

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

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

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

ARTICLE 30. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the

performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
   (Section 2-8.1 of the County Code)

2. ***Miami-Dade County Employment Disclosure Affidavit***
   (Section 2.8-1(d)(2) of the County Code)

3. ***Miami-Dade Employment Drug-free Workplace Certification***
   (Section 2-8.1.2(b) of the County Code)

4. ***Miami-Dade Disability and Nondiscrimination Affidavit***

   (Section 2-8.1.5 of the County Code*)*

5. ***Miami-Dade County Debarment Disclosure Affidavit***
   (Section 10.38 of the County Code)

6. ***Miami-Dade County Vendor Obligation to County Affidavit***

   (Section 2-8.1 of the County Code)

7. ***Miami-Dade County Code of Business Ethics Affidavit***

   (Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. ***Miami-Dade County Family Leave Affidavit***
   (Article V of Chapter 11 of the County Code)

9. ***Miami-Dade County Living Wage Affidavit***
   (Section 2-8.9 of the County Code)

10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
    (Article 8, Section 11A-60 11A-67 of the County Code)

11. ***Subcontracting Practices***
    (Ordinance 97-35)

12. **Miami-Dade County E-Verify Affidavit**
    (Executive Order 11-116)

13. ***Subcontractor /Supplier Listing***
    (Section 2-8.8 of the County Code)

14. ***Environmentally Acceptable Packaging***
    (Resolution R-738-92)

15. ***W-9 and 8109 Forms***
    (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 County Code)

18. ***Small Business Enterprises***
    The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

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/Code of Ethics

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended,

shall be rendered voidable. 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 Miami-Dade County Code relating to Conflict of Interest and Code of Ethics. In accordance with 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 32. 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 Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs.

Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General 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 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

e) Miami-Dade County Code Section 10-38 "Debarment".

f) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

g) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

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

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

ARTICLE 34. 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 35. CONFLICT OF INTEREST

The Contractor represents that:

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

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

   i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

   ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's

faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. 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 37. BANKRUPTCY

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

ARTICLE 38. 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 39. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

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

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

b) Joint Purchase

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

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

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

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

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

The Contractor shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided

by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

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

ARTICLE 41. BOND REQUIRMENTS

Contractor shall provide a Performance Bond in the amount of 10% of the total agreed upon yearly (52 week) total price for ISD. Performance Bond shall be delivered to the County within fifteen (15) calendar days after the effective date of the resolution awarding this contract, if any. Performance Bond shall be prepared on the applicable bond form(s) provided herein. 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 and Payment Bond in the amount of 10% of the total agreed contract price and prepared on the applicable bond form(s) attached hereto. No other form shall be accepted.

If 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 42. LIQUIDATED DAMAGES

Contractor shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. County Project Manager or designee, in their sole discretion, will determine the damages arising from such failure. County Project Manager's or designee's assessment of all Liquidated Damages will be final. County will accomplish this by requiring the Contractor to furnish a company issued check with the specified amount of the liquidated damages to the County. This check shall be submitted to the ISD Security Management office, attention to the County Project Manager or designee, within fourteen (14) business days of the notification. Failure to submit (or submit in a timely fashion) the required payment of the Liquidated Damage shall result in further damages being assessed and/or a Contractor Non-Performance being issued. Repeated violations or patterns of violations will result in a doubling or tripling of the amount of Liquidated Damages. Subsequent violations will result in a Contractor

Non-Performance. Any of these violations may result in Contractor personnel being removed from the post and/or Contract issued as a result of this Contract at the request of the County Project Manager or designee. A written notice of a violation and intent to impose liquidated damages shall be provided to the Contractor in the form of an Infraction Report. Infraction Reports shall be issued to the Contractor promptly by the County Project Manager or designee, in order to afford the Contractor time to notify the County of extenuating circumstances.

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

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

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

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

2. **Administrative Violations**
   a. Improperly or insufficiently equipped
   b. No radio or inoperative radio

c. No vehicle or inoperative vehicle
d. No weapon or ammunition violation
e. Inadequate writing skills
f. Inadequate training
g. Lack of contract supervision.
h. Excessive hours on duty (not approved in advance by WASD)
i. Violations of local, State, or Federal laws, Regulations, or Ordinances
j. Failure to provide Security/Screening Officers for "special requests" assignment after making commitment
k. Criminal records check not complete/or hired
l. Contractor personnel with criminal records
m. Difficulty in speaking or understanding English, and/or being understood by others
n. Failure to have current Post orders on site
o. Invoicing Discrepancies or Inaccuracies
p. Contract Section Violations

3. Special Violations

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

Note: The Contractor shall NOT pass along to its personnel any liquidated damages assessed for infractions on any Contract issued as a result of this Contract. Such conduct constitutes a violation that may result in additional Liquidated Damages to the selected proposer as well as a Violation of the Living Wage Ordinance that may subject the Contractor to additional sanctions under applicable law or the contract issued as a result of this contract.

ARTICLE 43. 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: William A. Murphy	Name: Carlos A. Gimenez
Title: President	Title: Mayor
Date: 5/15/2017	Date: 8/8/17
Attest: Corporate Secretary/Notary Public	Attest: Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency Assistant County Attorney

NATALIE ESCOBAR
Notary Public - State of Florida
My Comm. Expires Aug 14, 2017
Commission #

Appendix A
Scope of Services
Sector D

2.1 BACKGROUND

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade Water and Sewer Department (WASD) is contracting for armed and unarmed Security Guard Services for various facilities. Selected Proposer(s) shall ensure the highest level of security at each and every facility where services are provided. It is the intent of the County to protect its personnel and/or property by means of well-trained, experienced, alert, attentive, and reliable Security Guard Services.

GEOGRAPHIC BOUNDARIES

SECTOR D: Bounded on the North by SW 56 Street, and extending South to Miami-Dade County line, East and West to the Miami-Dade County limits.

Locations
Alex Orr, South District Waste Water Treatment Plant – Blackpoint, South Miami Heights, Leisure City, Elevated Tanks, Newton, Everglades, SW Well Field, West Well Field and South Dade Govt. Center

Greater vigilance is required at WASD facilities (deemed critical infrastructures/assets) and of all persons on the premises, whether staff or outsiders. This necessitates more honed interpretative abilities and techniques to assess and confront situations and individuals; in order to react promptly and interface smoothly in a team approach with WASD Security, police officers, and other enforcement security authorities including the Department of Homeland Security (DHS). The foregoing must be accomplished with expert handling of firearms and competent use and operation of state of the art monitoring, screening and surveillance devices at all times.

Each of these services requires special technical and managerial proficiencies; therefore, specific prior experience requirements must be met to adequately provide such services. The services to be provided are organized into one tier as follows:

Tier	Number of Sectors	Level of Complexity	Service Required	Sector
Tier 3	1	**Tier 3:** Tier 3 facilities are those Miami-Dade Water and Sewer locations that have been determined to be a high risk and **may** contain screening components.	Security Guard Services or any other specialized services	D

County reserves the right to add or remove a Tier, Sector, facility or to move multiple facilities from a Sector into another sector during the term of a Contract issued as a result of this Solicitation, and any extensions or renewals thereof. The County also reserves the right to solicit for new/additional Tiers/Sectors that may be established by the County in the future. The County, at its sole discretion, may

award a new Sector/Tier to an awarded Contractor in the best interest of the County.

CRITICAL INFRASTRUCTURE/ASSETS

Infrastructure/ Assets are systems and property, whether physical or virtual, so vital to the United States that the incapacity or destruction of such systems and assets would have a debilitating impact on security, national economic security, national public health or safety, or any combination of those matters.

2.2 OBJECTIVES

It is the intent of the County to protect its personnel and/or property by means of well-trained, experienced, alert, interested, and reliable Contractor's personnel. The awarded Contractor shall impress upon its personnel that their primary duty and responsibility is to safeguard the employees, the general public and County property. This General Order supersedes all others.

- Ensure the highest level of Armed Security and Security Screening at each and every facility where services are provided.
- Protect WASD personnel and/or property and departmental infrastructure by means of well-trained, appropriately equipped, experienced, courteous, professional, alert, attentive, and reliable personnel of Selected Proposer(s), selected through background inspections completed according to Miami-Dade.
- Establish an effective security approach for treatment plants, which includes Selected Provider's operation of WASD equipment designed to deter, detect, delay and respond to a threat prior to an adversary achieving its objective, (a function best managed by a single service provider at each facility).

The types of services required under this Contract are:

- **Armed Security**
- **Unarmed Security**

A higher level of skill sets is essential to active responses, protection of critical assets such as electrical switchgear, plant generation, disinfection systems, SCADA (Supervisory Control And Data Acquisition) systems, and in particular to the receipt and storage of hazardous or toxic chemicals such as chlorine, perimeter fencing and wiring systems into all of the facilities.

2.3 CONTRACTUAL REQUIREMENTS

Contractor shall provide documentation for this Contract that shall demonstrate that the Contractor:

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

2.4 REQUIREMENT AND SERVICES TO BE PROVIDED

The Contractor shall provide, in all instances as required by the County within the scope of this solicitation, adequate number of personnel to provide the services stipulated herein at the designated locations and hours, as may be amended by the County. In addition, the Contractor shall provide all items to provide the service including adequate uniforms, equipment and vehicles, as specified in the Price Schedule (Appendix B).

1. **CONDITIONS OF AWARD**

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

A. **SITE REQUIREMENTS**

Shall have a stationary base station/office where the Central Dispatch Center is located. Dispatch Center shall have at least five (5) lines: four (4) dedicated telephone lines for incoming and outgoing voice phone calls, and one (1) additional dedicated line for fax and/or computer use. Contractors Central Dispatch Center shall have a backup generator or other technology that allows for the continued operation of the Central Dispatch Center during power outages, inclement weather, man-made or natural disasters. The use of cellular phones and/or call forwarding for the main central dispatch telephone lines is unacceptable. A mobile transmitter/receiver or a handheld radio operated from the field or the office will not be considered sufficient to adequately provide dispatch service. The term "Office" does not include a home office, mail drop location, cellular phone or other location. Central Dispatch Center may be located out of the state but shall be independently operated by the Contractor. This center shall not be outsourced to another company unless approved in writing by the County Project Manager. These requirements are continuing conditions throughout the term of the Contract issued as a result of this Solicitation, extensions and renewals thereof.

2. **RIGHTS OF INSPECTION**

The County reserves the right to visit the Central 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 required.

2.5 AWARDED CONTRACTORS TASKS & RESPONSIBILITES

1. Provide appropriately equipped and trained personnel, with background inspections completed according to Miami-Dade County;

2. Designate a Project Manager, to be approved by the County, to administer Security Guard Services resulting from this contract and oversee the Contractor's operations;

3. Be liable for losses, potential loses or damages arising from the actions of its personnel;

4. Ensure the highest level of Armed Security and Security Screening at each and every facility where services are provided;

5. Protect WASD personnel and/or property and departmental infrastructure by means of well-trained, appropriately equipped, experienced, courteous, professional, alert, engaged, and reliable personnel of the Contractor, selected through background inspections completed according to Miami-Dade County's specified eligibility criteria; and

6. Establish an effective security approach for treatment plants, which includes the Contractor's operation of installed equipment and/or integration into systems (i.e. Police and Department of Homeland Security) designed to deter, detect, delay and respond to a threat prior to an adversary achieving its objective (a function best managed by a single service provider).

2.6 PROFESSIONAL, TECHNICAL LICENSES OR CERTIFICATES & PHYSICAL REQUIREMENTS

1. All licenses and other personnel requirements shall be maintained throughout the term of a Contract issued as a result of this contract and any extensions or renewals thereof. All personnel providing services to the County, shall display on their uniform as required and keep current, all appropriate Contractor and WASD identification cards (see Section 2.42), certificates, and licenses, as follows:

License and Identification Cards	Security Officer	Site Supervisor
State of Florida "D" Security Officer License	Yes	Yes
State of Florida "G" Firearms License	Yes	Yes
State of Florida Driver's License	Yes	Yes
Selected Proposer-issued Photo ID Card	Yes	Yes
WASD-issued Photo ID Card	Yes	Yes

Personnel may not be employed by the Contractor to provide services to the County if he/she currently or in the past has:

I. Any Felony, Sexual or Domestic Violence conviction.
II. Discharged from the Military under any conditions other than Honorable.
III. Any history of irresponsible behavior, including but not limited to an unreasonable driving record, or a problem employment record as determined by the County Project Manager or designee.

2. Work performed on the Contract requires frequent and prolonged walking and standing. Occasionally, Security Officers may be required to subdue violent people. Physical stamina is a basic requirement of this position. Any individual, who cannot meet the physical requirements of the position, including inability discovered through the job performance, will not be qualified to perform service. In addition, all personnel shall possess good human relations skills.

3. The Contractor's personnel shall successfully complete a medical examination, to be conducted at the Selected Proposer(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 shall demonstrate the personnel's ability to perform the required services.

The tests shall include, at a minimum:

- Psychological Testing
- Vision
- Physical Examination
- Speech

- Testing for drug and illegal substance use.
- Routine Urinalysis
- Audio
- PPD Skin Testing
- Background Screening
- Pulmonary Function Test

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

2.7 SECURITY OFFICER AND SITE SUPERVISOR:

A. All levels of Security Officers employed by the Contractor to provide services to the County will 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. County reserves the right to interview and approve any personnel.

B. All Security Officers shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain background checks from a private source, or may select to utilize the services of Miami-Dade County Human Resources Department at the established cost of the requested service. All security officers shall also pass the Florida Department of Law Enforcement (FDLE) and National background check.

C. All levels of Security Officers shall meet the following requirements:

1. Shall have a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493. All officers shall maintain this license at all times while providing service to the County under the Contract.
2. Shall be a citizen of the United States of America, or an Alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.
3. Shall have or acquire a valid State of Florida Driver's license (required if Security Officer is assigned to vehicular patrol (e.g. motor vehicles or golf cart).
4. Individuals shall be a least twenty-one (21) years of age for all positions.
5. Shall have a high school diploma or a GED. High school diploma or GED shall be from a United States accredited and verifiable institution.
6. Be able to Communicate in English: Security work often deals with life/safety issues; therefore, **all Security Officers shall be fully literate in the English language, (e.g., able to read, write, speak,** understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.
7. All Security Officers shall pass an extensive background investigation, which includes up to ten (10) years employment history check in addition to a Criminal Background Check and a fingerprint check with the FBI. This check is mandatory.
8. Shall have a valid Firearms class "G" license from the Florida Department of State, pursuant to Florida Statute 493.

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

2.8 ADDITIONAL SECURITY STAFF REQUIREMENTS

County may request the Contractor to provide additional officers/supervisors or other classifications of personnel. The licensing requirements, qualifications, tasks, hourly rates and wages for these additional classifications will be negotiated on a case by case basis.

All personnel employed by the Contractor shall keep active, and possess at all times while on duty, those professional, technical licenses or certificates as required by the Florida State Statute. This includes Selected Proposer(s)- and WASD-issued photo I.D. cards (see Section 2.44). All of the above are to be conspicuously displayed at all times while on duty. The Contractor shall provide in all instances radio equipped, uniformed, and armed Security Officers to provide Security services at designated WASD locations. The number of personnel and hours of service required will be specified by Miami-Dade County to the Contractor and are subject to change as required, by the County Project Manager.

2.9 LEVEL 1

Security Officer Level I shall be classified as unarmed Security Officers. This level requires that security officers have a minimum one (1) year of experience as a licensed Security Officer, one (1) year management/supervisory experience, or one (1) year of accredited college course of study and/or its equivalent in credit hours.

Or

1. Miami-Dade Police Academy graduates and other local police academy graduates who have obtained their certification of completion and meet the State of Florida licensure requirements for security guards may be considered for all levels of security guard services provided under this contract.

2.10 LEVEL 2

Security Officer Level II, is the most used of the classifications. If a Security Officer meets all the requirements as herein and has graduated from a police or corrections academy (or has up to three years of experience as a police/correctional/military officer), he/she qualifies for the Level II Security Officer position. This shall be an armed position.

Minimum requirements for Level II officers are:

1. Shall have valid Firearms class "G" license from the Florida Department of State, pursuant to Florida Statute 493.
2. Shall have a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493. All officers shall maintain this license at all times while providing service to the County under the Contract.
3. Shall have or acquire a valid State of Florida Driver's license (Required if Security Officer is assigned to vehicular patrol (e.g. motor vehicles or golf cart)).
4. Bachelor's degree with a concentration in Criminal Justice, Police Science, *or* Security Administration, or *an* Associate's/Bachelor's Degree with Military, Security, or Security-related Experience, or Military Police, Career Military, or Military Elite Forces, or Law Enforcement, Corrections Officer, or Federal Agency Officer, or Minimum two (2) years of Security experience or equivalent training, or Minimum one year completion of college and one (1) year of Security experience or equivalent training.

Or

5. Miami-Dade Police Academy graduates and other local police academy graduates who have obtained their certification of completion and meet the State of Florida licensure requirements for security guards may be considered for all levels of security guard services provided under this contract.

2.11 LEVEL 3

Level III Security Officer is the highest classification of Officers and may be utilized as a Security Officer Supervisor. If the Security Officer meets all the requirements and has minimum of three or more years of experience as a police/military/correctional officer, he/she qualifies for Level III Security Officer position.

The minimum requirements for Level III are:

1. Shall have a valid Firearms "G" license from the Florida Department of State, pursuant to Florida Statute 493.
2. Shall have a, a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493. All officers shall maintain this license at all times while providing service
3. Shall have or acquire a valid State of Florida Driver's license (Required if Security Officer is assigned to vehicular patrol (e.g. motor vehicles or golf cart).
4. Bachelor's degree with a concentration in Criminal Justice, Police Science or Security Administration, or *combination of an* Associate's or Bachelor's Degree and Military, Security, or Security-related Experience, or Minimum three (3) years of experience as a police officer, or Minimum three (3) years of experience as a military police officer, or Minimum three (3) years of experience as a correctional officer (sworn with arrest powers), or Minimum three (3) years of experience as a career military.

Or

5. Miami-Dade Police Academy graduates and other local police academy graduates who have obtained their certification of completion and meet the State of Florida licensure requirements for security guards may be considered for all levels of security guard services provided under this contract.

Note: All college degrees in a related field of course study shall be approved by the County Project Manager or designee. All Veterans with Combat experience may be considered as a Level-III officer on a case by case basis by the County Contract Administer or designee.

2.12 SITE SUPERVISOR

The personnel for this position shall be approved by the County prior to the commencement of any work. Site Supervisors employed by the Contractor shall meet the following requirements:

1. Shall have a valid Class "D", Security Officer, license from the Florida Department of State, pursuant to Florida Statute 493 (and shall maintain this license at all times while providing service to the County under the Contract).

2. Shall have a valid Firearms class "G" license from the Florida Department of State, pursuant to Florida Statute 493.

3. Shall have an Accredited Bachelor's degree and/or its equivalent in credit hours, *or* a high school diploma *or* a GED and minimum three (3) years of experience as a police officer / Minimum three (3) years of experience as a military police officer correctional officer (sworn with powers of arrest) career military *or* Minimum three (3) years of experience a Minimum six (6) years of experience as a career military or
4. High school diploma, GED and bachelor's degree shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to an equivalent United States GED and/or Degree by an agency approved by the County Project Manager.
5. Shall have at least one (1) year of experience as a Supervisor of Contract Security personnel or One (1) year of experience as a Level III Security Officer under Miami-Dade County Contract
6. Shall be a citizen of the United States of America, or an Alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.
7. Shall have or acquire a valid State of Florida Driver's license.
8. Individuals shall be a least twenty-one (21) years of age for all positions.
9. Shall successfully complete a medical examination, to be conducted at the Contractor's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.
10. Be able to Communicate (oral and written) in English. Security work often deals with life/safety issues; therefore, the Contractor's Site Supervisor 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.
11. Have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. They shall also pass the Florida Department of Law Enforcement and National background check.
12. Pass an extensive background investigation, which includes ten (10) years employment history check in addition to a Criminal Background Check.

NOTE: All required experience shall be from within the United States, its territories or verifiable foreign experience. All experience shall be fully and readily verifiable. Security Officer Applicants with military service shall supply a copy of the DD-214L form and have received an Honorable Discharge from duty in order to be accepted.

2.13 PROJECT MANAGER

The Contractor's Project Manager (SPPM) shall serve as the liaison on behalf of the Contractor to the County. County Project Manager or designee shall be presented with the personnel file of the Contractor's proposed candidates demonstrating all requirements and qualifications are fully satisfied and may conduct an interview of all proposed Contractor's candidates and reserves the right to approve and/or remove any Contractor's personnel assigned to this position. SPPM shall be available to respond to requests for meetings and/or any incident(s) within thirty
(30) minutes or as determined as "reasonable", as directed and determined by the County Project Manager or designee. SPPM shall be available to the County on a twenty-four (24) hour basis three-

hundred and sixty-five days (365) a year (including all Federal and County observed holidays). SPPM shall have the full authority to act on behalf of the Contractor on all contractual matters. This position shall be at no direct cost to the County and all Contractor's personnel acting in this role shall meet the following requirements:

1. All SPPMs shall be interviewed and approved by the County Project Manager and/or designee prior to performing any duties related to this contract.

2. Shall have a valid "MB" / "M" (Manager of a Security Agency) State License from the Florida Department of State, and shall maintain this license at all times while providing service to the County under this Contract.

3. Shall minimally have a High School Diploma or GED, or an Associate's degree, however a Bachelor's degree in Criminal Justice or Management related field is preferred. Educational documents shall be from a United States accredited and verifiable institution (official transcripts will be required). All unverifiable diplomas shall be converted to an equivalent United States GED and/or Degree by an agency approved by the County Project Manager.

   - (or equivalent credit hours from an accredited institution) **and** a minimum of two (2) years of experience in the management and operation of security, police, Corrections or U.S. military services (Management is defined as but not limited to the oversight of operations, training, policy development, supervision of personnel to include scheduling, payroll, disciplinary actions and recruiting).

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

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

5. Shall be at least twenty-one (21) years of age.

6. Shall have and maintain a valid State of Florida Driver's license as well as responsible driving history. All SPPMs shall have a five (5) year diving history check completed by the Contractor demonstrating the candidate is free from habitual offenses, criminal charges, suspensions or behaviors which may indicate irresponsible behaviors prior to providing services to the County. An annual Driver's License check shall be conducted and submitted to the County Project Manager or designee upon a date of their selection. County Project Manager or designee maintains the sole discretion to determine the demonstration of responsible behavior and may waive these requirements if determined to be in the best interest of the County.

7. Shall have a national criminal history background verification completed by the Contractor demonstrating a history of responsible behavior and the candidate is free from previous or open criminal offenses prior to providing service to the County. An annual national background verifications shall be conducted and submitted to the County Project Manager or designee upon a date of their selection. County Project Manager or designee maintains the sole discretion to determine the demonstration of

responsible behavior and may waive these requirements if determined to be in the best interest of the County.

8. Shall be able to communicate proficiently (both oral and written) in English. Security work often deals with life/safety issues; therefore, the SPPM shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

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

2.14 SPECIFIC TASKS & RESPONSIBILITIES FOR SECURITY STAFF

The tasks, responsibilities or requirements outlined below are specific. The Contractor shall perform the following tasks:

1. SECURITY OFFICER

The tasks for the Security Officers include but are not limited to, the following:

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 and the County personnel at all times. Uniforms shall be clean and pressed and include the name tags
c. Cover an assignment at a fixed post or patrol area in compliance with Post Order directives
d. Communicate effectively with the public and the County personnel and direct visitors to personnel and services within WASD facilities
e. Ensure that Lost and Found functions are conducted only by WASD personnel
f. Conduct patrols in accordance with routes and schedules established in the Post Orders
g. Raise and lower flags at designated times (where applicable)
h. Follow directions of WASD Security regarding the acceptance or refusal of any mail/packages
i. Lock and unlock gates and doors at designated times
j. Turn lighting on and off as required
k. Permit only authorized personnel access to closed or restricted facilities. Positive photo identification shall be presented. The Security Officer shall verify that the picture on the I.D. is the same as the person presenting it
l. Permit emergency communications in the event of medical injuries or emergencies and contact WASD Security
m. Report safety hazards to WASD Security
n. Monitor for anyone photographing or videotaping any WASD facilities
o. Respond to scene of locally activated fire, burglary or other alarms, or other emergency situations; evaluates situations encountered and takes action as prescribed in Post Orders and/or facility/building self-protection plans
p. Investigate questionable acts or behavior observed or reported on WASD premises and question witnesses and suspects to ascertain or verify facts, and notify authorities if warranted
q. Operate a marked motor vehicle where required

r. Maintain order and use good judgment and discretion in handling unruly or trespassing public

s. Maintain daily logs and write daily reports, incident reports, and non-employee injury reports. Incident reports shall be on a pre-approved County form

t. Monitor site access of all individuals requesting access

u. Maintain a professional atmosphere within areas of assignment

v. Shall not read newspapers, magazines, religious materials or any other non-work related items while providing services to the County. In addition newspapers and magazines are prohibited from being anywhere on post. It is the responsibility of each officer to ensure at the start of each shift that this policy is followed, because officers shall be held responsible and Liquidated Damages will be assessed.

w. Shall not use County telephones/fax/internet for personal business. Personnel cellular telephones should not be used on post except for emergency calls of short duration

x. Raise & lower the national flag on a daily basis (or as required) at all WASD facilities with flag poles

2. SELECTED PROPOSER(S) PROJECT MANAGER:

The Contractor shall provide a full-time Project Manager (SPPM) to provide services to WASD. SPPM shall be interviewed and approved by the County Project Manager prior to providing services to WASD. This individual shall supervise all contract operations and coordinate reports, Security Officer assignments, and time sheets with WASD. The Contractor shall provide a local telephone and cellular number or numbers (i.e. within Miami- Dade County) where the SPPM (or identified alternate) may be reached 24 hours per day, 7 days per week, on a year-round basis. An answering service or machine is not acceptable. SPPM shall provide overall management and coordination of the Contract and shall act as the primary point of contact with the County. SPPM or alternate shall have full authority to act for the Contractor on all matters related to the daily operations. This full time PM shall be dedicated to WASD.

County may require the SPPM to be available full time in the County office, to be provided by the County, for purposes of this contract. The tasks for the SPPM are as follows:

a. Maintain Quality Assurance Plan
b. Report to the County Project Manager on an "As needed" basis or when requested by the County Project Manager or designee
c. Respond to verbal/written notifications of Contract violations as specified by the County Project Manager or designee
d. Ensure that all personnel are properly trained prior to assignment
e. Meet with County Project Manager or designee on a monthly basis or as requested by the County
f. Act on behalf of Selected Proposer(s) on all matters related to the Contract
g. Ensure that there is sufficient cross-trained staff for backups and replacement
h. Be knowledgeable and adhere to contractual standards and procedures regarding weapon safety
i. Respond to requests within thirty (30) minutes via telephone contact or meeting as specified by the County
j. Provide timely information and incident reports as required to WASD
k. Respond to emergency situations within thirty (30) minutes
l. Maintain sensitive documents and reports
m. Perform additional duties as requested by WASD

3. SITE SUPERVISOR:

Contractor shall provide active, on-duty supervision for every shift covered by the Contractor on a 24-hour per day, year-round basis. Site Supervisors shall be uniformed, armed, and equipped with marked vehicles. Site Supervisors shall inspect, supervise, and train site personnel assigned to provide services to WASD. Site Supervisors shall conduct inspections in the Site on all shifts, answer questions, resolve problems, respond to emergencies, and otherwise complete tasks as identified. The level of supervision provided by the Contractor shall be one (1) Site Supervisor per shift. While conducting such inspections, Site Supervisors shall record such visits and any deficiencies found during inspections in the site logbook and in the form of an incident report. During any of the above listed shifts, the Site Supervisor shall remain, as required in Selected Proposer(s) assigned area and continuously patrol and complete additional post inspections as required. In any case that a Site Supervisor is unable to complete any assigned duties, a verbal notification by telephone or 800MHz radio shall be provided to the WASD Security Operation Center (SOC) upon notification of any incident. Additionally, written incident report(s) shall be provided to the County Project Manager or designee prior to end of his/her shift. In the event that the County Project Manager or designee determines that the level of supervision provided by the Contractor is deemed insufficient to effectively manage the personnel, the County Project Manager or designee and the Contractor shall meet to discuss their supervision plan and what the Contractor shall do to improve its performance level. Such actions may require the Contractor to provide additional Site Supervisors and/or increase the number of required post inspections per shift.

The tasks for the Site Supervisor include but are not limited to the following:

a. Respond to on-site emergencies or to requests from WASD Security Management within thirty (30) minutes of occurrence/request
b. Conduct on-site inspections, answers questions, and offers advice on a 24-hour per day basis
c. Provide technical and administrative advice on each shift
d. Assure proper assignment coverage. If a post cannot be covered, Selected Proposer(s) shall immediately notify WASD Security Management
e. Provide Post Order training to each Security Officer until assignment is fully understood and prior to placing that individual on the assignment
f. Provide directions, follow-up training, and instructions to post and/or patrolling Security Officers by making rounds and observing Security Officers in the performance of their duty for each shift
g. Call attention of subordinates to any deviations from acceptable practices and procedures, instruct proper methods to Security Officers, and explain communication channels in the event that Post Orders cannot be followed. All deviations shall be referred to the WASD County Project Manager. In addition, said deviations and corrective action taken are to be recorded in the Post logbook
h. Respond to subordinates' requests for assistance
i. Exercise leadership ability
j. Maintain good personal and uniform appearance
k. Update and explain post procedures
l. Demonstrate work knowledge of radio procedures and codes, and be able to train Security Officers in same
m. Drive a marked motor vehicle as required

n. Conduct investigations
o. Complete all necessary reports specified in this Contract, forward originals to WASD Security Management. Review, correct, and approve subordinates' reports
p. Have knowledge of local jurisdictions and communication knowledge when incidents occur
q. Maintain facility logbooks at each facility
r. Ensure that employees do not disturb property and papers on desks, open desk drawers or cabinets, or use County telephones, except as authorized or enter any office without prior authorization, except in an emergency situation. If such an entry is made a report shall be generated
s. Remain properly equipped, in proper uniform and provide temporary coverage of vacant posts for absent Security Officers or as required by WASD
t. Carry an approved firearm and ammunition at all times while on duty
u. Ensure that posted and/or patrolling Security Officers have materials, uniforms, and equipment sufficient to perform required duties and that these meet contractual standards for completeness, condition, and appearance
v. Be knowledgeable and adhere to contractual standards and procedures regarding weapon safety
w. Have work knowledge of each assignment covered by Selected Proposer(s)

Note: Specific tasks for the Site Supervisors will be determined at a later date depending upon the facility. The tasks shall be approved by the WASD Project Manager or designee. The SPPM and Site Supervisor are two separate functions and shall not be combined.

2.15 SPECIAL EQUIPMENT REQUIRED

The Contractor may be required to provide licensed and insured motor vehicles, and off-street motorized carts, please refer to the Price Schedule (Appendix B). Such posts or duty assignments shall be requested as needed and, where appropriate. The Contractor shall comply with insurance requirements as specified in Article 10 of the Terms & Conditions and the insurance shall be sufficient to cover all operations and use of such equipment.

The Contractor may also be required by the County Project Manager to provide Security/Screening Officers equipped with specialized equipment including, but not limited to, Firearms, and Hand Wands at no additional cost to the County. These items may be required in unforeseen circumstances or emergencies.

2.16 CHANGES IN ASSIGNMENT

County Project Manager or designee may, at any time, by written or verbal instruction, make changes to existing services. These changes may include but not limited to scheduling changes, increases or decreases in the hours or type of services, and modifications in special equipment requirements.

2.17 NEW ASSIGNMENTS (OVERTIME)/NOTICE OF EXTENDED HOURS

Changes are frequent in Security/Screening Officer coverage, both in hours of duty and at new locations. County will attempt to give the Contractor's four (4) hours of notice for new assignments. If it is not possible to give advance notice, the County will pay an overtime coverage rate (1½ times the normal billing rate) for the first eight (8) hours of the new assignment. In consideration of this overtime coverage, the Selected Proposer(s) shall provide a Security/Screening Officer within a minimum of four (4) hours' notice. Failure to provide services may result in Liquidated Damages and/or a vendor Non-Performance.

An extension of hours for regularly scheduled service(s) may occur from time to time. In such circumstances, if it is not possible for the county to provide the Contractor advance notice then the County will pay an overtime rate (1½ times the normal billing rate) only for those hours provided for the extension of services which surpass the regular scheduled service hours. In such cases, a signed overtime approval form or Guard Post Action Sheet shall be provided along with the Contractor's invoicing (see attachments A).

Note: There is no minimum hour standard for the request of service hours, in conjunction with the maximum hours specified in section (2.15). The amount of service hours, officer levels, required service type and duties shall be determined solely by the County Project Manager or designee as determined to be in the best interest of the County. The Contractor's invoicing shall accurately reflect the actual hours of service provided by its personnel.

2.18 OVERTIME

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

2.19 INABILITY TO PROVIDE ADDITIONAL REQUESTED SERVICE

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

2.20 LIMITATION ON EMPLOYEE-HOURS AND ASSIGNMENTS

No employee of the Contractor assigned to the Contract shall provide more than twelve (12) hours of service, including all break periods in a twenty-four (24) hour period, unless the work periods are separated by an eight (8) hours non-duty period. This limitation may be waived by the County Project Manager and 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.

2.21 POST ORDERS

Post Orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Officers of the Contractor's employed under this Contract shall have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. Post Orders define the basic work to be performed by Security/Screening Officers at WASD. WASD will provide site-specific Post Orders to the Contractor. The Contractor shall meet with WASD Security to review and develop site specific Post Orders and shall assure that yearly updated copies are available for the duration of Contract, including any extensions or renewals

thereof. The Contractor shall check each post quarterly for updated Post Orders. Failure in this area may result in a Liquidated Damage and/or the Contractor's Non-Performance.

Post Orders may include, but are not limited to, the following:

1. Facility/Building information (e.g., operating hours, chain of command)
2. Building rules and regulations
3. Operation of equipment
4. Patrol routes, schedules, and duties
5. Vehicular traffic control
6. Access control procedures
7. Emergency response procedures
8. Security and fire control/alarm systems
9. Hazardous conditions, inspection/reporting
10. Emergency Response
11. Procedures for raising, lowering, and half-mast U.S. and other flags
12. Safeguard persons and property
13. Minimum number of hours for site orientation training

2.22 SCHEDULING/POST COVERAGE

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

2.23 RELIEF/BREAK PERIODS

Security Officers shall not leave the assigned posts at the end of a shift until relieved by duty personnel assigned to the following shift, if such a shift is scheduled, or unless specifically authorized by County Project Manager or designee. The Contractor shall provide breaks as required by Federal and Florida State law. The employees who are on a break period shall remain at their assigned post unless relieved by a properly trained relief. Any violations of this procedure may result in removal of the employee from work on the Contract and/or may result in Liquidated Damages.

2.24 EMERGENCIES

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

2.25 ADHERENCE TO LAW

The Contractor shall adhere to all Federal, State, and Local laws that apply to the provisions of Security Officers services under the Contract, as well as those laws that regulate the general public. This shall include, but not be limited to, compliance with Federal Tax laws (e.g. payment of Federal Withholding Taxes) State of Florida Unemployment Taxes, Worker's Compensation, Federal Wage and Hour regulations, Living Wage Ordinance and other applicable Laws and Regulations. Failure to comply will result in Non-performance and/or removal from the Contract.

1. If a Security Officer, Supervisor, the Contractor's Site Supervisor, Project Manager or other Principal of Contractor is arrested, WASD Security Management shall be notified within twenty-four (24) hours of the arrest. Failure to follow this procedure will result in Liquidated Damages as stated in Section 2.38. Proper notification will consist of the following:
   - Phone call to the County Project Manager; if not available, then to the WASD SOC
   - Followed by a fax/email sent to the County Project Manager
   - Followed by a fax/email to the WASD SOC
2. If said person is a Security Officer, Site Supervisor, or Project Manager, then they will be removed immediately from the Contract, until reinstatement has been approved by the County Project Manager or designee.
3. It is Contractor's responsibility to make certain that all of its personnel are aware of this provision and take the necessary steps to ensure compliance.
4. The Contractor and their employees shall not release any Facility(s) or assignment(s) Security Plan, information contained in the Post Logbook, Post Orders, or other Contractor documents and reports, to any person or organization without the written authorization of the County Project Manager or designee. Information contained in such documents will be treated as Security Sensitive Information.

2.26 POLYGRAPH EXAMINATION

County reserves the right to require the Contractor's personnel to submit to a polygraph examination as deemed necessary by the County Project Manager or designee. The Contractor shall pay the costs for the examination. If the employee refuses to submit to the examination or fails the examination, the employee shall not provide service to the County under the Contract. All employees involved in an investigation shall complete a polygraph examination, upon request, as soon as possible but no later than five (5) work days from the date of request. The Polygraph Examiner shall be approved by the County Project Manager or designee.

2.27 SECURITY OFFICER ROTATION

County reserves the right, at the discretion of the County Project Manager or designee, to transfer personnel of the Contractor working on a Contract issued as a result of this Solicitation and all renewals thereof, as well as rotate specific hours or locations of all personnel at a time interval specified by the County Project Manager or designee. All Contractor's personnel must be able to perform rotating shift work which often encompasses holidays.

Holidays currently observed by the County are:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- President's Birthday
- Memorial Day

- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

2.28 APPROVAL OR REMOVAL FOR CONTRACT

County reserves the right to interview any prospective employee of the Contractor before that person is assigned to a County post. County may reject any proposed Contractor's Officer or Site Supervisor as deemed in the County's best interest. County reserves the right to have the Contractor relieve any employee of the Contractor from a duty assignment, and/or bar the employee from further service under the Contract at the discretion of the County Project Manager or designee.

2.29 PROGRESS MEETINGS

County may hold 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 provided by the Contractor. County Project Manager or designee reserves the right to call meetings at any time during the Contractual period by notifying the Contractor. The Contractor's Project Manager or other appropriate person, as requested by the County, shall be present at all meetings scheduled by the County Project Manager or designee unless specifically waived by the County Project Manager or designee.

2.30 TRAINING REQUIREMENTS

The Contractor shall pay its personnel a minimum of the current living wage, as established by living wage ordinance, during all mandated trainings and described in the scope of services. The Selected Proposer(s) shall provide all required training at no direct cost to the County.

1. **Employee Orientation Training**

   Miami Dade County will administer a mandatory Employee Orientation Program for Contractor's personnel assigned to the Contract. Employee Orientation Training length and content will be solely determined by the County Project Manager or designee.

   Upon completion of Employee Orientation Training, the Contractor shall submit invoices for all personnel, who attended said training.

2. **Site Orientation Training for Security Officers**

   The Contractor shall provide a mandatory site orientation training to all security officers as specified in site specific post orders. Training shall be conducted by the Contractor's Project Manager or Site Supervisor. Trainees shall not to be in an "active duty" status and may not be placed on duty at that site until said training has been completed. This training shall be conducted at each individual site to which the Security Officer is assigned. The measure of success for the training will be the effectiveness with which the trained employee is able to perform post duties. County will be the sole assessor of the effectiveness of the training. The Site Orientation Training shall consist of the following:

   - General and specific orders for the facility

- Policy and specific procedures for responding to emergency alarms, bomb threats, or incendiary devices etc. in the facility
- Procedures for access control and operation of the security system within the facility
- National or regional DHS threats
- Behavior pattern recognition

3. **Job Enrichment Training**

County reserves the right to mandate job enrichment training for some or all employees of the Contractor. The training curriculum and length shall be determined by the County at a later date. The job enrichment training program shall include an approach to the protection of critical assets such as electrical switchgear, plant generation, disinfection systems, and in particular, receipt of and storage of hazardous or toxic chemicals, perimeter fencing, and wiring systems feeding the facilities. The job enrichment training program shall include an approach to the protection of critical assets such as electrical switchgear, plant generation, disinfection systems, and in particular, receipt of and storage of hazardous or toxic chemicals, perimeter fencing, and wiring systems feeding the facilities.

4. **Advancement Training**

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

5. **Evaluation of Training**

County Project Manager or designee will evaluate the quality and completeness of training provided by the Contractor to all personnel. Evaluations will include, but not be limited to, reviews of techniques and methods of instruction, quality of instructors, motivation, adequacy of classroom and supportive adjunct training materials, test content, and individual Security Officers' retentiveness. County Project Manager or designee reserves the right to create, revise or mandate all training provided to personnel assigned to the County. Any changes to the training provided by the Contractor shall be reviewed and approved by the County.

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

The Contractor shall provide a copy of the proposed course of instruction with all materials for review and approval to the County Project Manager or designee before Contract start date. Representatives of the County Project Manager may visit training classes without notice to monitor the training.

6. **Firearms Training**

The Contractor shall employ a state-licensed firearms training instructor to develop and maintain an ongoing firearms program to meet or exceed the required State of Florida licensing statutes

and standards. Contracted instructors will meet this requirement; this instructor shall be directly employed by the Contractor.

7. **Training for Selected Proposer(s) Site Supervisors**

a. In compliance with all other Contract stipulations requiring that the Contractor's Site Security Supervisor be fully qualified and capable of staffing a post the said Site Supervisors shall have met or will meet all Basic Instructional Training requirements prior to providing service to the County.

b. The Contractor's Site Supervisors shall be provided sufficient on-site post instruction and provide Site Orientation Training (SOT) to Security Officers assigned to posts within the supervisor's span of control or shift of duty.

c. In addition to the above base requirements for training, the Contractor shall provide to all Site Supervisors a minimum of (8) eight hours total of classroom instruction in the development of management and supervisory skills, as outlined below. The classroom instruction component shall include a fifty (50) question test, and shall require a minimum passing score of 75%:

- Supervisory responsibilities
- Training skill development
- Leadership development
- Authority and control
- Effective communication
- Handling complaints and grievances
- Management skills for supervisory personnel
- Time management
- Motivation
- Ethics
- WASD Security Management/Contract Supervisors relationship

County may, at the sole discretion of the County Project Manager, administer training or testing of personnel assigned to the Contract.

2.31 LOCAL MANAGEMENT OFFICE

The Contractor shall have a local management office in Miami-Dade County. County reserves the right to inspect the office at any time. All records pertinent to administration and management of the Contract shall be maintained at the local office and are subject to inspection by the County at any time

The Contractor shall maintain, at a minimum, the following documents at the local management office:

1. Financial records: invoices, employee payroll and other associated backup documentation
2. FCC License
3. Log Books
4. Incident Reports
5. Quality Assurance Plan
6. Employee Personnel File

Required documents shall be placed under the same section/tabs in each employee's file. False statements or falsification of any of the documents required by the County will result in Liquidated Damages and/or filing of a Non-Performance. The Contractor shall maintain a copy of all disciplinary actions taken by Contractor against its personnel, assigned to provide services to the County, for all infractions committed under the contract. A copy of said violations shall be placed into the employees personnel file.

These files shall contain copies of but not limited to the following documents:

1. Florida Department of Law Enforcement and National Criminal background check which shall be updated on a yearly basis
2. Medical examination, including drug test results, which shall be updated, on a yearly basis and psychological results
3. Training test results along with a copy of their test
4. Proof of education and experience
5. State Security Officer licenses "D" and/or "G", as applicable
6. Employment application and verifications of prior employment
7. Polygraph examinations reports, as applicable
8. Proof of certification for Law Enforcement experience
9. A copy of DD-214 Long form for Military and Coast Guard experience
10. A copy of a valid State of Florida Driver's license
11. A copy of a five (5) year Drivers history
12. Proof of Citizenship, Resident Alien card or Work Permit

2.32 WORK MATERIALS

The Contractor shall provide all work materials necessary for proper performance including, but not limited to, items such as bound log books, with preprinted consecutive numbered and lined pages, notebooks, pens, and pencils. The Contractor, at no additional charge to the County, shall supply these materials, unless otherwise specified by the County Project Manager or designee. Upon termination of any contract issued as a result of this Solicitation and all renewals thereof, the Selected Proposer(s) shall surrender all records or documents (e.g. log books, incident reports, etc) to the County Project Manager or designee within seven (7) days of the contracts termination date.

2.33 COMMUNICATION SYSTEM

A) Handheld Radios

Two-way handheld radios, licensed for use by the FCC, with a dedicated channel for WASD shall be issued by Selected Proposer(s) to the WASD SOC. Additional radios may be requested, at no additional charge from the Contractor, at the discretion of the County Project Manager for WASD SOC management to communicate back to the Contractor.

B) Central Dispatch Center

The Contractor's Central Dispatch Center shall have a back-up electrical generator power capacity to ensure essential operational functions as to sustain communications with the Security Officers and the County.

The Contractor's Dispatch Center shall be staffed by experienced personnel twenty-four (24) hours a day, seven (7) days a week. Selected Proposer(s) personnel available at the Contractor's Central Dispatch Center shall have the ability and authority to take immediate action on behalf of the Contractor as required. This station shall have a complete roster of all Security Officers assigned to County posts and hours to be worked. They shall also be able to make contact with Contractor's management twenty-four (24) hours a day, seven (7) days a week. Failure to comply with any of these requirements constitutes a material breach of the Contract, and may result in Liquidated Damages and/or a Non-Performance. The Contractor's Dispatch Center is subject to unannounced inspections by the County at any time.

C) System Quality

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

1. Use a network of repeaters of sufficient strength and capacity to service all facilities/buildings included in this contract award.
2. Ensure that the speed and quality of radio communications is not detrimentally impacted by on-air congestion. The Contractor should select a channel, i.e. frequency that is not overloaded with non-Contract users.
3. Implement a program of maintenance and repair for all equipment to be used in providing services to the County. Such a program shall ensure the optimum performance of all equipment at all times, thereby allowing the system to meet the service requirements and quality standard specified in the Contract.
4. Have a sufficient number of spare radios, chargers and charged batteries in stock to provide for those that are inoperative in the Site or in the repair shop. Malfunctioning radios shall be replaced within four (4) hours.
5. Ensure that all radio equipment has sufficient operating power at all times during a tour of duty. It may be necessary for Contractor to implement a system by which fresh batteries, or charger radios, are delivered to the posts in order to meet this requirement. Wherever possible, the County may provide safe storage and electric power (for charging).

D) County Evaluation of Communications System

County reserves the right to evaluate the Communication System at any time during the term of the Contract including any extensions or renewal thereof. Should there be a deterioration of performance during the term of the Contract, and the Contractor is unable or unwilling to make necessary improvements, the County may terminate the Contract. County will be the sole judge of the adequacy of radio communication

2.34 UNIFORMS AND EQUIPMENT

Requirements

The Contractor shall ensure that, at all times while in uniform, all personnel shall be fully equipped and wear complete County-approved uniforms including uniform jackets with required patches that are sewn on and with name tags. All personnel shall wear uniforms whose color and style have been approved in advance by the County Project Manager. The Contractor shall establish a dress code policy that includes: grooming and hygiene standards. Policy shall be approved in advance by the County Project Manager.

All personnel providing service to the County may be required to wear the same color and style of uniform, distinguished only by Selected Proposer(s) 's and WASD's identification patches (see below). Shoulder patches shall be custom "WASD Protective Services" patches provided by the Contractor and shall be sewn on and worn on both shoulders of the uniform shirt and jacket. No other identification of the Contractor or WASD shall be worn or displayed on the uniform except for hats. Uniforms do not have to be new, but shall be in good condition and meet contractual standards. Uniforms for security officers assigned to WASD facilities must be tactical (gray tactical pants, black short sleeve shirts) except for offices which will be dress pants gray, white shirts, red tie and navy blazer (coat) with guard company emblem. The colors shall be limited to solid: dark gray or blue. Said uniforms shall consist of the following items:

A. **Standard Uniform for all levels of Security Officers, Selected Proposer(s) Site Supervisor shall include:**
   1. Trousers/BDU (Basic Dress Uniform), all-season weight
   2. Shirt/blouse, short or long sleeve
   3. Belt – solid black
   4. Duty Belt (Mixson style)
   5. Socks – solid black
   6. Shoes – solid black Patent Leather or Corofram, no high heels, no platform shoes and no sneakers or tennis shoes.
   7. Shoulder patches to indicate the name of Selected Proposer(s) and WASD shall be sewn on and worn on both shoulders of the uniform shirt and jacket.
   8. Nametags to be worn over the right shirt pocket
   9. Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Security Officer, and marked with Selected Proposer(s) identification, logo or name, or an insignia. Jackets worn during cold weather shall be issued by Selected Proposer(s) along with company patch sewn to the jacket
   10. All personnel shall wear clean, pressed uniforms at all times while on duty at a County Post.

B. **Specialized Uniforms** may be worn at certain sites/posts with prior approval of the County Project Manager or designee, and may include the following:

   1. Polo style shirt with long pants/BDU military look uniform for Site sites and plant locations
   2. Polo style shirts with shorts, solid black sneakers or boots, baseball cap with the custom WASD Protective Services logo on the front
   3. Overall, Coveralls (Jumpsuits)
   4. Company photo I.D. badge to be worn on uniform shirt in plain view at all times while on duty
   5. Jackets worn during cold weather are to be issued by Selected Proposer(s) along with the custom WASD Protective Services patch.
   6. Long sleeve shirts with neckties
   7. Blazers or Suit Jackets with the custom WASD Protective Services patch

C. **PERSONNEL EQUIPMENT FOR SECURITY OFFICERS**

Except as specifically noted, or provided for the Contract, Security Officers shall be equipped at all times while on duty with the following items:

1. Handcuffs and Key

2. Flashlight; heavy-duty (2 or more D-cells)
3. Two-way radio, licensed for use by the Federal Communications Commission (FCC) and meeting all requirements.
4. In addition to the above, armed Security Officers shall be equipped with a .38 special 4" barrel revolver or 9mm semiautomatic pistol of a reputable manufacturer including but not limited to: Colt, Glock, Ruger, Smith & Wesson or Taurus, and ammunition that meets State statutes. The Security Officer shall also be issued an ammunition pouch and a minimum of eighteen (18) or fifteen (15) rounds according to the weapon's ammunition capacity. The Security Officer shall utilize a weapons triple retention holster compatible with the firearm, uniform and other equipment. The holster shall be worn on the duty belt. All armed security personnel shall be provided training for triple retention holster.
5. Mace in accordance with State statutes and officer shall be certified as per Florida State Statues
6. Expandable Baton (e.g.-ASP) in accordance with Florida Statutes and officer shall be certified as per Florida State Statutes

All personnel shall not carry any unauthorized equipment such as chemical agents, concealed weapons, personal radios, or other items not approved by the County Project Manager or not included in the Contract.

D. **VEHICULAR EQUIPMENT**

Security Officers may be required by the County to operate licensed and insured marked motor vehicles in order to supervise different posts, move between assignments, or to conduct vehicular patrols of an area. Likewise, they may be required to operate off-street motorized carts in order to conduct vehicular patrol of an area. Other means of transportation will be considered on a post-by-post basis for possible use. Said vehicles shall be provided, and all expenses for their maintenance and operation shall be paid by the Contractor. County Project Manager or designee shall approve vehicle types, color, markings, lights, and other features. Any personnel assigned to a post where he/she will be operating a motorized vehicle to include a golf cart shall have a valid Florida driver's license.

E. **MINIMUM NUMBER OF UNIFORMS AND EQUIPMENT FOR SECURITY OFFICERS**

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

1. Trousers, three (3)
2. Shirts/blouses, five (5)
3. One (1) set of all other uniform components as specified
4. Cold weather jacket (1)
5. Raincoat (1)
6. Duty Belt (1)
7. Handcuffs and Key (1)
8. Firearm, if applicable (1)
9. Ammunition Pouch (1)

10. Eighteen (18) or Fifteen (15) rounds of Ammunition, as applicable
11. Mace (1)
12. Expandable baton (1)

F. **UNIFORMS COSTS**

The Contractor shall be responsible for the quantity and quality of uniforms and other required personal equipment used by its personnel in providing services to the County. The Contractor shall provide, at no cost to its personnel, all uniforms and equipment to ensure that contractual standards are met. A custom WASD Protective Services patch will be provided to all personnel by the Contractor at no cost to its personnel or WASD.

G. **RADIATION DETECTION BADGES**

The Contractor shall remain in full compliance throughout the term of the Contract, with all State of Florida Regulations related to the control of radiation, including Radiation Detection badges, as outlined in Chapter 10 D-91 of the Florida Administrative Code.

H. **MAINTENANCE OF UNIFORMS AND EQUIPMENT**

The Contractor shall assure that Security Officers maintain a clean neat, well-kept appearance in accordance with the Contractual standards (e.g. pressed uniform, polished shoes, etc.). Selected Proposer(s) shall maintain and replace uniforms, as necessary. Likewise, all equipment used by the Contractor, provided by either party, shall be kept clean, well-maintained, and in safe operating condition at all times, free from defects or wear which may constitute a hazard to any person on County property.

2.35 WEAPON SAFETY

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

1. Firearms shall not to be removed from their holsters for any reason except to be used in life-threatening situations or for inspection by County Project Manager or designee. Gun Belts shall be worn properly at all times except during restroom breaks. Violations of these policies may result in immediate removal from County contract and criminal prosecution, as warranted.

2. At no time will firearms (including gun belts and ammunition) be stored or left unsecured at any County site.
3. Firearms shall not to be cleaned at County facilities at any time.
4. Unauthorized weapons, holsters, and ammunition are expressly prohibited.
5. Armed Security Officers and Supervisors who do not have in their possession a current gun license shall be immediately removed from standing post at the County facility.
6. Loss, theft, use, or misuse of weapons shall be reported immediately to WASD Security Management.
7. Armed Security Officers shall follow guidelines as set forth all in FSS Chapter 493.

2.36 QUALITY ASSURANCE PLAN

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

A) QAP Contractual Review Plan

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

B) Corrective Action Procedures

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

2.37 COURT APPEARANCES

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

2.38 REPORTING REQUIREMENTS & PROCEDURES

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

1. A brief statement of any unusual events shall be written in the post logbook, so the County Project Manager or designee can identify the principals later, if a further investigation is needed. All bound logbooks become the property of the County upon its replacement on the post. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition.

2. The Contractor shall maintain all logbooks during the term of the contract and any renewals or extensions thereof. Upon expiration of the contract or earlier as required by County Project Manager or designee within seven (7) days. The Contractor shall deliver all such logbooks to the County at a place to be determined by the County.

3. A copy of all reports shall be furnished to the County Project Manager or designee prior to the completion of each shift and a copy to WASD Security Management on all major incidents.

4. An Incident Report shall be completed whenever any unusual event and/or criminal events occurs. Such events include, but are not limited to the following: discharge of firearms, major criminal act or any safety hazards. Officers shall consult the Contractor's Site Supervisor when in doubt about any reports. If there are any injuries as a result of a firearm discharge 911 is to be called immediately.

5. The WASD SOC at 786-552-8901 or 305-774-3450 shall then be notified immediately after calling 911.

6. 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 WASD SOC immediately after the incident occurs,

   in order to receive a Security Management case number, by calling the WASD SOC at 786-552-8901, after authorities have been notified.

7. All employees shall follow the "Chain of Command." After exhausting efforts with the Contractor's Management staff the next step will be a WASD Security Supervisor followed by the County Project Manager. Failure to adhere to the guidelines may result in Liquidated Damages and/or removal of the Contractor's personnel from providing services to the County.

2.39 METHOD OF PAYMENT: BI-WEEKLY INVOICES

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

1. Invoice:
   The Contractor shall submit one (1) original and two (2) duplicate sets of the detailed invoices bi- weekly to WASD Security, 3071 S.W. 38th Ave., Room 214, Miami, FL 33146. County will specify whether the invoices shall be submitted electronically or hard copy. County reserves the right to change the format of invoices at any time. The Contractor shall work with the County to finalize the format for electronic invoicing.

2. Payroll Documentation:
   In addition, from time to time the County Project Manager or designee may request time sheets, payroll records, and/or other documentation showing the names, social security numbers, wage rates, FICA payments, and unemployment insurance payments, and/or other applicable documents that would verify existence of a payment to the Contractor's personnel. The Contractor shall provide payroll documentation as directed by County Project Manager or designee.

3. Payment Schedule:
   The Contractor shall agree to the County's Method and Times of Payment as specified in the agreement. The Contractor shall be prepared to have enough work capital to function in this environment.

2.40 INVOICING DISCREPANCIES

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

2.41 RETURNED CHECKS

In order to ensure the maintenance of an adequate job force, payment to security guards shall be on time and with checks that are valid, i.e., there are available funds in the bank to cover said checks.

2.42 COUNTY-FURNISHED ITEMS

County will furnish to the Contractor, to be used only in connection with the providing services to the County, the following materials and equipment:

1. WASD will issue Post Orders, which will be given to the Contractor prior to the commencement of any work assignment.

2. The Contractor shall be responsible for all equipment issued by the County to the Contractor solely for performance of the work contained herein. The Contractor shall replace, or reimburse the County at current market rates, for all equipment that is lost, damaged, stolen, or made otherwise unavailable due to the negligence of the Contractor or its personnel. Upon termination/expiration of the Contract issued, all equipment shall be returned to the County in good operating condition, less reasonable wear and tear as defined by the County.

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

4. A sample of required forms and other documentation used in reporting procedures at specific posts will be provided or approved by the County Project Manager or designee.

5. The Contractor shall be responsible for all keys that are issued by the County. Special care shall be exercised when dealing with Grand Master or Master keys. All lost keys shall be reported immediately to the WASD SOC. The Contractor shall provide adequate control and accountability for these keys. If a Grand Master or Master key under control of the Contractor is lost, the Contractor shall be liable for the cost of re-keying the building/facility. Lost keys other than Grand Master or Master keys shall result in the Contactor paying for the cost of re-keying all affected doors. The removal and/or duplicating of County issued keys without the expressed written consent of the County Project Manager or designee is strictly prohibited.

6. County phones made available to the Contractor's personnel to be used for County business only.

Personal and long distance calls are prohibited. Long distance or any unauthorized calls shall be reimbursed to the County within fifteen (15) calendar days of notice from the County. The use of personal Cellular phones is also prohibited except in emergency situations, violations of these procedures will result in Liquidated Damages.

2.43 SCHEDULING SOFTWARE

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

2.44 GUARD CHECKS

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

2.45 TABLETOP EXERCISES AND DRILLS

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

2.46 CUSTOMER SATISFACTION PROGRAM

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

2.47 SPECIAL IDENTIFICATION SECURITY REQUIREMENTS AT THE WATER AND SEWER DEPARTMENT

Miami-Dade County Water and Sewer Department (WASD) operates under strict security regulations. These regulations involve the issuance of special identification (ID) cards after performing complete police background checks of individuals who are required to enter the designated restricted areas of WASD frequently at their WASD approved position level. These ID cards are required for access and are issued by the WASD at the current cost of $60.00 per applicant per year with renewals at the cost of $55.00 (all rates are subject to change by the County). Therefore, the Contractor shall obtain and pay for ID cards for each of his/her employees and/or agents who will be frequently visiting or performing services at WASD restricted areas. For more information concerning WASD ID cards, contact the Security Division of WASD at (786) 552 8102.

2.48 ACQUISITION OF OTHER SERVICES

While WASD has listed all services within the scope of this Solicitation which are utilized by WASD in conjunction with its operations, there are times when additional services, including but not limited to periodic, elevated Homeland Security alerts must be added to the contract after award. Under these circumstances, WASD representative will contact the Contractor and obtain a price quote for the additional like services. WASD reserves the right to award these additional services to the Contractor.

Appendix B

PRICE SCHEDULE

A. SECTOR D HOURLY RATES

PERSONNEL

PERSONNEL	HOURLY BILL RATE
*Level 1 Security Officer Armed	$22.63
Level 2 Security Officer Armed	$23.60
Level 3 Security Officer Armed	$26.31
Site Supervisor for Security Officer Level 3	$28.12
Project Manager	$30.52

B. EQUIPMENT

EQUIPMENT

	PER MONTH
Five (5)Licensed Motor Vehicle	$8,000.00

	HOURLY RATE
One (1) Licensed Motor Vehicle (As needed)	$3.70
Two (2) Licensed Motor Vehicle (As needed)	2.95

Notes:

1. At this time the County does not anticipate using a position marked with an asterisk "*" but reserves the right to use such officers in this section.

2. Monthly rate shall include all cost of operating and maintaining all equipment throughout the contract term, including but not limited to the cost of fuel, tire changes, insurance and cleaning. No "add-on" charges for services shall be accepted. All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees.

3. Equipment shall be new at the inception of the contract.