



**AGREEMENT BETWEEN BROWARD COUNTY AND G4S SECURE SOLUTIONS (USA) INC. FOR
GENERAL SECURITY SERVICES AT VARIOUS COUNTY FACILITIES (RFP # R1326208P1)**

This is an Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("County") and G4S Secure Solutions (USA) Inc., a Florida corporation ("G4S") (collectively referred to as the "Parties").

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 **Board**. The Board of County Commissioners of Broward County, Florida.
- 1.2 **Contract Administrator**. The Director of Facilities Management Division, or Assistant Director of Facilities Management Division.
- 1.3 **County Administrator**. The administrative head of County appointed by the Board.
- 1.4 **County Attorney**. The chief legal counsel for County appointed by the Board.
- 1.5 **County Business Enterprise or "CBE."** A small business certified as meeting the requirements of Broward County's CBE Program, per Section 1-81 of the Broward County Code of Ordinances.
- 1.6 **Notice To Proceed**. A written authorization to proceed with the project, phase, or task thereof, issued by the Contract Administrator.
- 1.7 **Services**. All work required by G4S under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Exhibit A.
- 1.8 **Subconsultant or Subcontractor**. A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof providing services to County through G4S for all or any portion of the advertised work. The term "Subconsultant" shall include all "Subcontractors" and the term "Subcontractor" shall include all "Subsconsultants."

ARTICLE 2. SCOPE OF SERVICES

- 2.1 G4S shall perform all work identified in this Agreement including without limitation Exhibit A. The Scope of Services stated in this Agreement is a description of G4S's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work

described that exclusion would render performance by G4S impractical, illogical, or unconscionable.

2.2 G4S acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. In the event such Optional Services selection by the County, when combined with those goods or services required under the Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Section 4.1, G4S will not be required to perform such Optional Services and will not be penalized for such nonperformance.

G4S

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1 The initial term of this Agreement is three (3) years based on prices contained on price sheets set forth in Exhibit B attached hereto and made a part hereof. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, as may be amended from time to time. This Agreement may be renewed for two (2) additional one (1) year periods as provided for in section 3.1.1, below.

3.1.1 COUNTY's Purchasing Director may request to renew this Agreement for two (2) additional one (1) year periods subject to G4S's acceptance, satisfactory performance by G4S, and determination that renewal of the Agreement will be in the best interest of COUNTY. COUNTY shall provide written notice of request to renew no less than sixty (60) calendar days in advance of the expiration date of this Agreement or any renewal period. G4S shall provide written notice accepting or declining COUNTY's request to renew no less than thirty (30) days prior to the expiration date of this Agreement or any renewal period. In the event G4S declines to accept or fails to respond to the renewal of the Agreement, COUNTY Purchasing Director may unilaterally extend the Agreement or any renewal period for ninety (90) days beyond the termination date at the terms and conditions in existence at the time of the extension and G4S agrees to accept such unilateral extension.

3.1.2 All prices, terms, and conditions for the initial Agreement term shall remain fixed in accordance with the price sheet in Exhibit B.

3.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

ARTICLE 4. COMPENSATION

4.1 For the Initial Term, County will pay G4S up to a maximum amount as follows:

Services/Goods	Not-To-Exceed Amount
Contract Year 1 Annual Total	\$5,349,070.48
Contract Year 2 Annual Total	\$5,429,157.76
Contract Year 3 Annual Total	\$5,510,885.64
Renewal – Contract Year 4 Annual Total	\$5,589,610.52
Renewal – Contract Year 5 Annual Total	\$5,676,030.88
Optional Services	\$2,755,475.53
TOTAL NOT TO EXCEED	\$30,310,230.81

Payment shall be made only for work actually performed and completed pursuant to this Agreement, as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by G4S as full compensation for all such work. G4S acknowledges that the amounts set forth herein are the maximum amounts payable and constitute a limitation upon County's obligation to compensate G4S for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon G4S's obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, G4S shall not be reimbursed for any expenses it incurs under this Agreement.

4.2 METHOD OF BILLING AND PAYMENT

4.2.1 G4S may submit invoices for compensation no more often than on a monthly basis, but only after the Services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires or is otherwise terminated. Invoices shall designate the nature of the Services performed and, as applicable, the personnel, hours, tasks, or other detail as requested by the Contract Administrator. G4S shall submit with each invoice a Certification of Payments to Subcontractors and Suppliers (Exhibit F). The certification shall be accompanied by a copy of the notification sent to each Subcontractor and supplier listed on the form, explaining the good cause why payment has not been made.

4.2.2 **NOT USED**

4.2.3 County shall pay G4S within thirty (30) calendar days of receipt of G4S's proper invoice, as required by the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of G4S to comply with a term, condition, or requirement of this Agreement.

4.2.4 G4S shall pay its Subcontractors and suppliers within fifteen (15) days following receipt of payment from County for such subcontracted work or supplies. G4S agrees that if it withholds an amount as retainage from Subcontractors or suppliers, it will release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless G4S demonstrates that such failure to pay results from a bona fide dispute with the Subcontractor or supplier.

4.3 Reimbursables. For reimbursement of any travel costs or travel-related expenses permitted under this Agreement, G4S agrees to adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit B expressly provides to the contrary. County shall not be liable for any such expenses that have not been approved in advance, in writing, by the Contract Administrator.

4.4 Subcontractors. G4S shall invoice all Subcontractor fees, whether paid on a "lump sum" or other basis, to County with no markup. All Subcontractor fees shall be billed in the actual amount paid by G4S.

4.5 Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.

4.6 Payment shall be made to G4S at the address designated for Notices under Section 9.8.

ARTICLE 5. INDEMNIFICATION

G4S shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former (limited to the term of this Agreement) officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including reasonable attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of G4S, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, G4S shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due G4S under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement

have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 6. INSURANCE

6.1 G4S shall maintain, at its sole expense and at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit G in accordance with the terms and conditions stated in this Article.

6.2 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. G4S shall name Broward County as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is "Broward County." This official title shall be used in all insurance documentation.

6.3 Within fifteen (15) days of notification of award, G4S shall provide to County proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements, Declaration pages, or insurance policies evidencing all insurance required by this Article. G4S shall provide certified copy of any policies required by the Article upon request by County. Coverage is not to cease and is to remain in force until County determines all performance required of G4S is completed. For Professional Liability Insurance, coverage shall remain in force for two (2) years after the completion of all Services unless a different time period is stated in Exhibit G. County shall be notified of any restriction or cancellation of coverage within thirty (30) days. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to County upon expiration.

6.4 If G4S uses a Subcontractor, G4S shall ensure that each Subcontractor names "Broward County" as an additional insured under the Subcontractor's Commercial General Liability, Business Automobile Liability, and Excess/Umbrella policies.

ARTICLE 7. TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously,

improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 This Agreement may be terminated for cause for reasons including, but not limited to, G4S's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if G4S is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if G4S provides a false certification submitted pursuant to Section 287.135, Florida Statutes. This Agreement may also be terminated by the Board:

7.2.1 Upon the disqualification of G4S as a CBE by County's Director of Office of Economic and Small Business Development ("OESBD") if G4S's status as a CBE was a factor in the award of this Agreement and such status was misrepresented by G4S;

7.2.2 Upon the disqualification of G4S by County's Director of OESBD due to fraud, misrepresentation, or material misstatement by G4S in the course of obtaining this Agreement or attempting to meet the CBE contractual obligations;

7.2.3 Upon the disqualification of one or more of G4S's CBE participants by County's Director of the OESBD if any such participant's status as a CBE firm was a factor in the award of this Agreement and such status was misrepresented by G4S or such participant;

7.2.4 Upon the disqualification of one or more of G4S's CBE participants by County's Director of the OESBD if such CBE participant attempted to meet its CBE contractual obligations through fraud, misrepresentation, or material misstatement; or

7.2.5 If G4S is determined by County's Director of the OESBD to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CBE status of its disqualified CBE participant.

7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.4 In the event this Agreement is terminated for convenience by County, G4S shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. G4S acknowledges that it has received good,

valuable and sufficient consideration from County, the receipt and adequacy of which are, hereby acknowledged by G4S, for County's right to terminate this Agreement for convenience.

7.5 In the event this Agreement is terminated for any reason, any amounts due G4S shall be withheld by County until all documents are provided to County pursuant to Section 9.1 of Article 9.

ARTICLE 8. EEO AND CBE COMPLIANCE

8.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. G4S shall comply with all applicable requirements of the County's CBE Program as established by Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances (the "Act"), in the award and administration of this Agreement.

G4S shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26.

Failure by G4S to carry out any of the requirements of this Section shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

8.2 G4S acknowledges that the Board, acting through the OESBD, may make minor administrative modifications to the CBE Program which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to G4S and shall include a deadline for G4S to notify County if G4S concludes that the modification exceeds the authority of this section of this Agreement. Failure of G4S to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by G4S.

County may add or increase the required participation of CBE firms under this Agreement in connection with any amendment, extension, modification, or change order to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, or change orders, increases the initial Agreement price by ten percent (10%) or more. G4S shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, or change order and shall report such efforts, along with evidence thereof, to the OESBD.

8.3 G4S will meet the following CBE participation goal by utilizing the CBE firms for the following percentage of Services under this Agreement:

CBE participation goal	10%
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G4S stipulates that each CBE firm utilized to meet the CBE participation goal must be certified by the OESBD. G4S shall inform County immediately when a CBE firm is not able to perform or if G4S believes the CBE firm should be replaced for any other reason, so that the OESBD may review and verify the good faith efforts of G4S to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, including cause, G4S shall provide written notice to the OESBD and shall substitute another CBE firm in order to maintain the level of CBE participation required herein, unless otherwise provided herein or agreed in writing by the parties. Such substitution shall not be required in the event the termination results from County modifying the scope of Services and there is no available CBE to perform the new Scope of Services, in which event G4S shall notify County and the OESBD may adjust the CBE participation goal by written notice to G4S. G4S may not terminate for convenience a CBE firm without County's prior written consent, which consent shall not be unreasonably withheld.

8.4 In performing the Services, the Parties hereby incorporate the list of G4S's participating CBE firms, addresses, scope of work, and the percentage of work amounts identified on each Letter of Intent into this Agreement (Exhibit D). Promptly upon execution of this Agreement by County, G4S shall enter into a formal contract with the CBE firms listed in Exhibit D and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

8.5 G4S shall provide written monthly reports to the Contract Administrator attesting to G4S's compliance with the CBE participation goals stated in this Article 8. In addition, G4S shall allow County to engage in on-site reviews to monitor G4S's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the OESBD, unless otherwise determined by the County Administrator. County shall have access, without limitation, to G4S's books and records, including payroll records, tax returns and records, and books of account, on five (5) business days' notice.

8.6 In the event of G4S's noncompliance with its CBE participation goal (including without limitation the unexcused reduction of a CBE firm's participation), the affected CBE firm shall have the right to exercise any remedies as may be available as between the CBE firm and the G4S.

8.7 The Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until G4S demonstrates timely payments of sums due to all Subcontractors and suppliers. The presence of a "pay when paid" provision in a G4S's contract with a CBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment.

8.8 By execution of this Agreement, G4S represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from G4S all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

ARTICLE 9. MISCELLANEOUS

9.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, G4S grants to County a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by G4S, whether finished or unfinished, shall become the property of County and shall be delivered by G4S to the Contract Administrator within seven (7) days of termination of this Agreement. Any compensation due to G4S shall be withheld until all documents are received as provided herein. G4S shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

9.2 Public Records. County is a public agency subject to Chapter 119, Florida Statutes. To the extent G4S is a contractor acting on behalf of County pursuant to Section 119.0701, Florida Statutes, G4S shall:

9.2.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by County were County performing the services under this Agreement;

9.2.2 Provide the public with access to such public records on the same terms and conditions that County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

9.2.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

9.2.4 Meet all requirements for retaining public records and transfer to County, at no cost, all public records in possession of G4S upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

The failure of G4S to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and County shall enforce the default in accordance with

the provisions set forth in Section 7.1. G4S shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

9.3 Audit Rights, and Retention of Records. County shall have the right to audit the books, records, and accounts of G4S and its Subcontractors that are related to this Agreement. G4S and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement and performance thereunder. All books, records, and accounts of G4S and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, G4S or its Subcontractor, as applicable, shall make same available at no cost to County in written form.

G4S and its Subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this Section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at G4S's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this Section discloses overpricing or overcharges to County of any nature by the G4S in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of the County's audit shall be reimbursed to the County by the G4S in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to G4S.

G4S shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

9.4 Truth-In-Negotiation Representation. G4S's compensation under this Agreement is based upon representations supplied to County by G4S, and G4S certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.

9.5 Public Entity Crime Act. G4S represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, G4S further represents that there has been no determination that it committed a

“public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether G4S has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to G4S under this Agreement.

9.6 Independent Contractor. G4S is an independent contractor under this Agreement. In providing Services under this Agreement, neither G4S nor its agents shall act as officers, employees, or agents of County. G4S shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

9.7 Third Party Beneficiaries. Neither G4S nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.8 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

FOR COUNTY:

Broward County Facilities Management Division
Attn: Director, Facilities Management Division
Governmental Center, Suite 501
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: scampbell@broward.org

FOR G4S:

G4S Secure Solutions (USA) Inc.
6499 Powerline Road, Suite 300
Fort Lauderdale, Florida 33309
Email address: michael.boss@usa.g4s.com

9.9 Assignment and Performance. Except for subcontracting approved in writing by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by G4S without the prior written consent of County. If G4S violates this provision, County shall have the right to immediately terminate this Agreement. G4S represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is

sufficiently experienced and skilled in the area(s) for which such person or entity will render services. G4S agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

9.10 Conflicts. Neither G4S nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with G4S's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. None of G4S's officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or G4S is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude G4S or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event G4S is permitted pursuant to this Agreement to utilize Subcontractors to perform any services required by this Agreement, G4S shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as G4S.

9.11 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.12 Compliance with Laws. G4S shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.13 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.14 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

9.15 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall

include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

9.16 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 9 of this Agreement, the provisions contained in Articles 1 through 9 shall prevail and be given effect.

9.17 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, G4S AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

9.18 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and G4S or others delegated authority or otherwise authorized to execute same on their behalf.

9.19 Prior Agreements. This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

9.20 **NOT USED**

9.21 Payable Interest

9.21.1 Payment of Interest. County shall not be liable to pay any interest to G4S for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof G4S waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

9.21.2 Rate of Interest. If, for whatever reason, the preceding subsection is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

9.22 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

9.23 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

9.24 Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, G4S as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, shall be deemed to apply to such construction work. G4S shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete the requirements set forth in Exhibits B and C.

9.25 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

9.26 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of Section 16½-157 of the Broward County Code of Ordinances, which requires County contractors to provide benefits to domestic partners of their employees, G4S agrees to fully comply with Section 16½-157 during the entire term of the Agreement. If G4S fails to fully comply with that section, such failure shall constitute a material breach which shall allow County to exercise any remedy available under this Agreement, under applicable law, or under section 16½-157. For that purpose, the contract language referenced in Section 16½-157 is incorporated herein as though fully set forth in this paragraph.

9.27 Drug-Free Workplace. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by G4S shall serve as G4S's required certification that it has a drug-free workplace program in accordance with Section 287.087, Florida Statutes, and Chapter 21.31(a)(2) of the Broward County Procurement Code, and that it will maintain such drug-free workplace program for the full term of this Agreement.

9.28 Contingency Fee. G4S represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for G4S, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to G4S. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due G4S under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

9.29 Living Wage Requirement. If G4S is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Broward County Code Sections 26-100 et seq., G4S agrees to and shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and G4S shall fully comply with the requirements of such ordinance. G4S shall be responsible for and shall ensure that all of its Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

9.30 Workforce Investment Program. This Agreement constitutes a "Covered Contract" under the Broward Workforce Investment Program, Broward County Administrative Code Section 19.211 ("Workforce Investment Program"). G4S affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth therein, including by (a) publicly advertising any vacancies that are the direct result of this Agreement (whether those vacancies are with G4S or its Subcontractors) exclusively with CareerSource Broward for at least five (5) business days and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement. Until at least one year after the conclusion of this Agreement, G4S shall maintain and make available to County upon request all records documenting G4S's compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this Agreement. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Agreement.

9.31 Use of County Logo. G4S shall not use County's name, logo, or otherwise refer to this

Agreement in any marketing or publicity materials without the prior written consent of County.

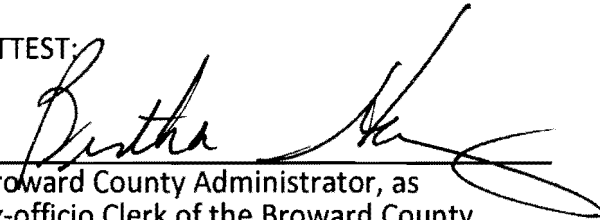
9.32 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

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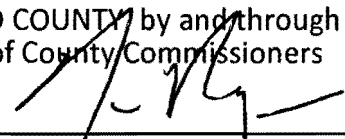
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD County through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 10th day of November, 2015, and G4S, signing by and through its General Manager, duly authorized to execute same.

COUNTY

ATTEST:


Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY by and through
its Board of County Commissioners

By: 
10th day of November, 2015

Insurance requirements approved by Broward
County
Risk Management Division:

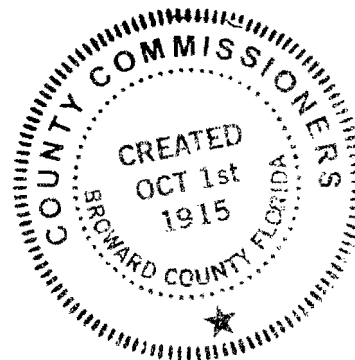
Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By:  10/24/15

Name: _____

Title: _____

By:  11/3/15
Michael J. Ker (Date)
Deputy County Attorney

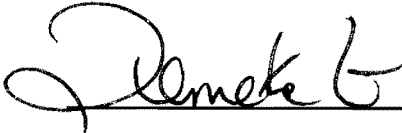


AGREEMENT BETWEEN BROWARD COUNTY AND G4S SECURE SOLUTIONS (USA) INC. FOR
GENERAL SECURITY SERVICES AT VARIOUS COUNTY FACILITIES


G4S

G4S Secure Solutions (USA), Inc.

WITNESSES:

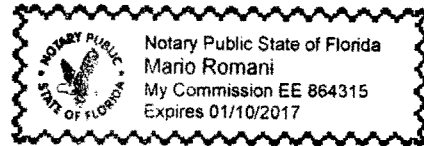




By 
Michael Boss, General Manager

26 day of October, 2015

(SEAL)



**Exhibit A – Scope of Services
Specifications and Requirements
Security Guard Services**

I. GENERAL:

- A. Broward County seeks a contractor to provide security officer services at various County agencies and locations. The County and the Contractor recognize that all the requirements of the services contemplated herein cannot be determined with precision at the time of contract award. However, it is anticipated that the services will include, but not be limited to, ensuring the security of various types of facilities or buildings and could include the use of Security Detection Equipment as is found in airports or courthouses. It is understood that such matters as total number of guard hours required, scheduling, the advertising and announcing of available services and location of posts will have to be determined and/or adjusted from time to time as the needs of the County dictate. It is the intent and purpose to conduct the services in such a manner as to provide the most efficient operation of the County. All advertising by Contractor for potential employees for this contract shall be in accordance with the Workforce Investment Program Requirements.
- B. Contractor must comply with the hours of coverage required, which may be up to twenty-four (24) hours per day. The County reserves the right to request any changes in the number of guards, number of guard hours of coverage and guard work locations that may be required by the Using Agency.
- C. Work schedules include shift-work during a twenty-four (24) hour period, including weekends and public holidays, at the standard rate of pay set forth in the Contract. Schedule requirements for guards will be determined by the Using Agencies, in accordance with operational needs. Unless otherwise specified in instructions from any Using Agency, post coverage will be continuous for the required hours. Contractor will be responsible to provide and cover its employees' breaks, including lunches, rest periods, personal needs, etc. Accommodations or facilities for the above are not required to be provided by the County. Contractor is required to send security guards to a Using Agency that are qualified to provide the specific guard services required at the particular County site and that are physically capable of rendering such services under the conditions present at the particular County site.
- D. The County reserves the right to add, delete or make changes to any guard requirements, including hours of coverage, post location, numbers of posts, number of guards, Guard Class, etc. No guarantee as to the total amount of guard hours to be used by the County under this Contract is implied herein.
- E. If Contractor desires to remove any guard stationed at any County site, the Contractor shall give the Using Agency Representative at least 5 business days written notice of same, unless an emergency condition shall require

shorter notice. If any employee stationed at any County site is terminated by Contractor, Contractor shall give the Contract Administrator and the Using Agency Representative immediate written notice of such action. The foregoing actions are required so that County can remove such personnel from its security systems in an expeditious manner.

- F. Upon written or verbal request of any Using Agency Representative or the Contract Administrator, the Contractor shall remove any security guard from a County site and reassign such guard or take other appropriate action. Such request may be made by the Contract Administrator or a Using Agency Representative for operational reasons, or because the appearance, demeanor, or conduct of such guard is unsatisfactory. County reserves the right to request a change in personnel without providing a specific reason.
- G. **EMPLOYEES CONFIDENTIALITY TRAINING AND CERTIFICATIONS** All Contractor personnel providing service to locations subject to JCAHO, HIPAA and Crisis Intervention Training confidentiality standards must meet specific confidentiality training and certification standards. These requirements consist of completing a short, programmed text manual and satisfactorily completing an open book test of materials covered in the text. Completed test results shall be provided to the affected agencies at each location covered by these regulations. The Contractor employees providing service to these locations must have successfully met the requirements of this standard prior to working on the job. Initial copies of instructional and testing materials will be furnished to Contractor by affected agencies. The instruction, training and certificates and all costs shall be the responsibility of the Contractor.

II. REQUIREMENTS OF THE CONTRACTOR:

THE CONTRACTOR:

- A. Shall have available qualified, competent, active knowledge of contract specifications, and experienced management staff during the hours that service is being provided who shall have the overall responsibility for supervising security services to be provided under this Agreement. Such management shall be authorized to represent and act for the Contractor; meet with the Contract Administrator and the Using Agency Representatives to discuss personnel and work performance and will work accordingly as necessary to assure satisfactory performance of the contract. A list of names and schedule of this staff, including all applicable telephone numbers for emergency notifications, will be provided to the Contract Administrator prior to the award of this contract.
- B. Will insure that guards are prompt and that posts are covered at all times.
- C. Will provide and post the guard work-shift schedule. This schedule will be provided to Contract Administrator and/or the Using Agency Representative one week in advance.
- D. Will provide all personnel with an approved I.D. card to be worn conspicuously by all personnel on duty.

- E. Will ensure that Contractor's employees will abide by all rules and regulations as set forth by the Using Agencies.
- F. Shall be responsible for department, appearance, conduct and supervision of all personnel concerned with the operation of the security services provided to County pursuant to this Contract. All such personnel under the responsibility of the Contractor will be required to deport themselves in a respectable manner, to behave in a manner suitable for a public servant, and to be polite, courteous, cooperative and pleasant in the conduct of their duties.
- G. Shall make available to the Contract Administrator and the Using Agencies, upon request, on an ongoing basis throughout the term of this contract, the complete personnel file of each employee to be assigned to work under this contract. The personnel shall contain copies of, but not limited to, the following documents:

Any polygraph reports, medical examinations, training test results and certifications, proof of education, firearm licenses, state guard service licenses, employment application, and drivers license number and expiration date.
- H. At its expense, will make random and routine checks by its management staff of all on-duty personnel for proper performance of duty. However, the County reserves the right to establish specific schedule, at no additional cost to the County, if these checks prove insufficient and inadequate. All checks will be logged with appropriate remarks. Such inspections shall be no less than once weekly and a copy of all reports shall be provided to the Contract Administrator, and the applicable using Agency Representative, within one week of such inspection.
- I. Must confiscate any County-issued identification cards, security pouches, and any other County property immediately, and return the same to the County on termination of any employee assigned to any County site pursuant to this contract.
- J. Any post specified by the Contract Administrator and the Using Agencies as a Critical Post, shall be staffed with a permanent guard. If this guard is replaced, other than an emergency, The Contractor Administrator and the Using Agency should be notified in writing (2) weeks prior to the substitution. The replacement guard must have a working knowledge of mentioned critical post.
- K. At its expense, after award and notification by the County, shall have a 30 day transition plan which shall include shadow training to ensure detailed knowledge of assigned posts to assume security service responsibilities from the incumbent Firm.

III. **EMPLOYEE SPECIFICATION:**

A. **GENERAL:**

1. The type of work involved is independent, requiring considerable public contact. Work requires the application of independent judgment and the interpretation of established policies and procedures. Work is performed within general guidelines and is reviewed for compliance with desired results.

B. KNOWLEDGE, ABILITIES AND SKILLS: All employees assigned to the County under this contract must meet the following criteria:

- 1 Ability to establish and maintain effective working relationships with the general public and other employees.
- 2 Ability to maintain clerical records and prepare written reports as required.
- 3 Ability to work effectively and efficiently without direct supervision.
- 4 Ability to detect and report unsafe conditions.
- 5 To be polite, courteous and cooperative at all times, especially during times of stress.

C. QUALIFICATIONS:

All employees assigned to County under this contract must satisfy the following criteria:

- 1 Must be in possession of all licenses and/or permits required by all County, local, state and federal agencies as applicable to the position, including those required by Section 493, Florida Statutes as amended from time to time.
- 2 Employees must produce evidence that prior security work was performed to the satisfaction of the former employer(s); such evidence being retained in the employee's personnel file.
- 3 All employees must be in possession of a valid Florida Operator's Driver's License. Contractor is required to maintain a record on each employee's personnel file which shows driving license number and expiration date. Contractor is required to ensure that licenses remain current.
- 4 Personal cleanliness is mandatory.
- 5 Guards in all classifications must be at least 21 years of age, have a high school diploma or a G.E.D., or the higher education required by Section 9 for the particular position. They must be able to successfully pass a National Criminal Background check and any other background check required by the Using Agency or the Federal Aviation Administration, a medical examination which includes a drug screening (after having been offered employment by the contractor) and shall receive training from the contractor.
- 6 State of Florida Guard License Requirements:
 - a. Classifications II and III: Florida State Guard License "D";
 - b. Classification III: Florida State Gun License "G". (if required for a particular post)
- 7 All classifications must be able to read, write, speak, understand and be

understood in English. Oral command of English must be sufficient to permit understandable communication, even in time of stress.

- 8 If requested by the Using Agency, guards must be reviewed and/or interviewed and receive approval by Using Agency Representative before acceptance for the assignment.
- 9 Specific Specifications per Class as follows.

- a. **CLASS II** This is the intermediate classification of security officer. This classification may be used in sensitive and high visibility areas.

The individual must meet one or more of the following criteria:

- One (1) year of documented law enforcement or military experience from any branch of the Armed Forces with an honorable discharge documented on a DD214 form.
- At least two (2) years of college experience (60 semester credit hours), resulting in an associate's degree or higher.
- One (1) year as a security supervisor, or three (3) years documented security experience with a meaningful employment history.
- Professional appearance and demeanor, with above average communication skills.
- At least 21 years of age.
- Successful Completion of Background Investigation, as set forth in the Bid Documents, and including any additional requirements of any Using Agency or the FAA.
- An active State of Florida Class "D" Security Officer License.
- Have attended the 40-hour training class described in Bid Documents, to be conducted by the Contractor prior to assignment to a County site, and have attended an 8-hour refresher course each year.

- b. **CLASS III** This is the highest classification of security officer. This classification may be armed or unarmed and will be used to serve as dispatchers for Agencies and other specialized locations requiring this type of background and experience.

The individual must meet all the following minimum criteria:

- Graduate of a certified federal, state, county, local or military law enforcement training program with appropriate certificate or diploma or equivalent military service with no less than an honorable discharge.
- Have a minimum of three (3) full years' experience in certified law enforcement in a military or civilian setting (applies to armed officers only).

- Professional appearance and demeanor, with above average communication skills.
- At least 21 years of age.
- Successful Completion of Background Investigation, as set forth in the Bid Documents and including any additional requirements of any Using Agency or the FAA.
- An active State of Florida Class "D" Security Officer License.
- Have attended the 40-hour training class described in Bid Documents, to be conducted by the Contractor prior to assignment to a County site, and have attended an 8-hour refresher course each year.

- c. **SITE SUPERVISOR:** This position may be needed at certain County sites as determined by the applicable Using Agency Representative.

The individual must meet all of the following minimum criteria:

- Possess verifiable supervisory experience within either civilian law enforcement, military, or with certified security firm.
- Graduate of a certified federal, state, county, local or military law enforcement training program with appropriate certificate or diploma or equivalent military service with no less than an honorable discharge.
- Have a minimum of three (3) full years of experience in certified law enforcement in a military or civilian setting.
- Professional appearance and demeanor, with above average communication skills.
- At least 21 years of age.
- Successful Completion of Background Investigation, as set forth in the Bid Documents and including any additional requirements of any Using Agency or the FAA.
- An active State of Florida Class "D" Security Officer License.
- Have attended the 40-hour training class described in the Bid Documents (See IV Training F-1) to be conducted by the Contractor prior to assignment to a County site, and have attended an 8-hour refresher course each year.

- d. **Project Manager:** This is a critical position that will serve as single point of contact for Broward Sheriff's Office (BSO) Courthouse facilities.

The individual must meet all of the following minimum criteria:

- Possess verifiable supervisory experience within either civilian law enforcement, military, or with certified security firm.

- Graduate of a certified federal, state, county, local or military law enforcement training program with appropriate certificate or diploma or equivalent military service with no less than an honorable discharge.
- Have a minimum of five (5) full years of experience in certified law enforcement in a military or civilian setting.
- Professional appearance and demeanor, with above average communication skills.
- At least 21 years of age.
- Successful Completion of Background Investigation, as set forth in the Bid Documents and including any additional requirements of any Using Agency or the FAA.
- An active State of Florida Class "D" Security Officer License.
- Have attended the 40-hour training class described in the Bid Documents, to be conducted by the Contractor prior to assignment to a County site, and have attended an 8-hour refresher course each year.
- An active State of Florida Class "MB" Security Agency Manager license.

D. **ELIGIBILITY CRITERIA:** All security personnel employed by the Contractor under this contract are required to meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section unless specifically and individually waived in writing by the Contract Administrator. The final decision as to the eligibility or suitability of security personnel for employment rests with the Contract Administrator.

- (1) May not be employed under this contract if they currently or have in the past been involved in:
 - (a) Any felony or sex conviction.
 - (b) Military conduct resulting in dishonorable or undesirable discharge.
- (2) Must successfully complete a medical examination, to be conducted at Contractor's expense, prior to duty assignment or when required for reasonable cause by County. Results are required as follows:
 - (a) Must be able to safely perform the duty assignment without posing a direct threat to the health or safety of others.
 - (b) Binocular vision, correctable to 20/20 (Snellen).
 - (c) Ability to distinguish basic as well as shades of color in both normal and peripheral vision, where required by the essential duties of the position.

- (d) Able to hear ordinary conversation at 20 feet, and whispered conversation at 10 feet, without the use of a hearing aid, where required by the essential duties of the position.
- (e) Pass a urinalysis test showing freedom from illegal drug use and from illegal use of prescription drugs.

E. SECURITY GUARD TASKS SHALL INCLUDE AS APPROPRIATE:

- (1) Reports to work on time and holds over on assigned duties until relieved as required.
- (2) Maintains good personal and uniform appearance; is courteous to the public and county personnel at all times.
- (3) Covers an assignment at a fixed post or patrol an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property.
- (4) Intervenes to terminate injurious acts and may only attempt to detain individuals as a last resort. However, call 9-911 for local law enforcement to arrive.
- (5) Communicates effectively with the public and County personnel; directs visitors to personnel and services within the facility.
- (6) Visually screens and prepares written record of contents of packages/parcels being carried in and out of the facility to secure against theft; ensures that transmittal forms accompanying materials being removed from the facility contain a necessary authorizing signature.
- (7) Makes patrols in accordance with routes and schedules established in the Post Orders. Where installed and in working order, the watchman reporting systems shall be used by uniformed personnel to record their presence at the designated stations.
- (8) Raises and lowers flags at designated times.
- (9) Verifies the security of safes and other areas where equipment or materials of value are stored.
- (10) Locks and unlocks gates and doors at designated times.
- (11) Turns up lighting at the beginning of each business day to permit ingress of employees, vendors and authorized personnel, reduces and/or turns off lighting as required.
- (12) Ensures that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or unauthorized individuals.
- (13) Responds to reports of ill or injured patrons, visitors, or employee, renders first aid, and notifies supervisor if further assistance is considered necessary or desirable.
- (14) Performs minor operations and/or records data in connection with the operation of facility utility systems when required by written instructions from the Building Manager.

- (15) Reports safety hazards, malfunctioning equipment, liquid spills, and other such matters to appropriate maintenance personnel.
- (16) Monitors and operates facility fire alarm and intrusion detection systems and other protection devices or facility equipment.
- (17) Responds to scene of locally activated fire, burglary or other alarms, or other emergency situations, evaluate situations encountered, and takes action as prescribed in Post Orders and/or facility self-protection plans.
- (18) Investigates questionable acts or behavior observed or reported on County premises and questions witnesses and suspects to ascertain or verify facts.
- (19) Operates a motor vehicle where required.
- (20) Maintains order and uses good judgment and discretion in handling unruly or trespassing public.
- (21) Maintains daily logs and writes daily reports, incident reports, and non-employee injury reports.
- (22) Provides escort services and assists other security personnel as required.
- (23) Operates Lost and Found in a manner that allows the public to claim lost items.
- (24) Directs traffic, controls parking, issues parking violation warnings as authorized by the Contract Administrator.
- (25) Maintains order within areas of assignment.
- (26) Operates an entrance control post. Operates and enforces a system of personnel identification. Performs package inspection when directed by the Contract Administrator through Post Orders. Checks identification cards and records names of ALL PERSONNEL wishing to enter the facility after normal working hours.
- (27) Conducts Screening Procedures to include x-ray machines, hand held and walk through magnetometers. Conducts pat downs when necessary to prevent unauthorized items from entering county facilities or meetings held by the Board of County Commissioners.
- (28) Safeguards and protects all existing structures, utilities, service, roads, trees, shrubbery, etc. against damage or interrupted service. Contractor shall be held responsible for any damage to the property occurring by reason of the negligence of Contractor's employees or agents on the property.
- (29) If requested, have the training and ability to use particular computer applications, as required by the job site.

IV. TRAINING

A. GENERAL

- 1 The Contractor is required to provide training to all field personnel in order that the County may be assured said personnel are capable of assuming

the responsibilities for their assignments. The cost for such a training program is to be accommodated within the overall hourly billing rate of the Contractor, i.e., the time spent by staff in such a program, though required, is not billable. All Contractor security personnel must successfully complete and pass the course prior to assumption of duty under this contract. This training course is to have the components set forth and submitted prior to award and must be expressly approved by the Contract Administrator.

- 2 All employees assigned to this contract must already have completed orientation and basic training by the Contractor including at least sixteen (16) hours facility operations before the employee is allowed to perform any services for the County. Evidence of this must be provided to the County prior to assigning the employee. This training will be at the Contractor's expense.
- 3 Applicable post orders will be maintained on-site and updated immediately when changes occur. Log books to record pertinent daily information should be kept at each post. In addition, an ample supply of blank forms should be kept and used to record events that require further action and information that needs to be brought to the attention of the County. A copy of all post orders, log books, and other documentation shall be provided to the Using Agency, if requested.
- 4 Training also to include films, emergency service and procedures, and traffic control.
- 5 Training shall also include course materials on "Accommodations to the Using Agencies Operational and Facilities Policies for Disabled Persons" as approved by the Disability Affairs Section of the County's Office of Equal Opportunity.
- 6 Training shall include keyboard and basic computer operation competence such as file and folder creation, record/document/file search, email use, data entry for logs, and storage.

B. EVALUATION OF TRAINING

The Contract Administrator, and the Using Agencies as applicable will evaluate the quality and completeness of training provided to all Contractor 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 guards' retentiveness. The Contract Administrator and the Using Agencies may request as applicable the work history and any of the above documents prior to an individual assignment. Depending on the assignment, contractor personnel may be required to demonstrate keyboard and basic computer operation competence.

C. INSTRUCTORS

All formal training is to be taught, and/or presented by persons who are appropriately certified in one or both of the following ways: By an accredited 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, current manner. All site training shall be provided by a contract supervisor or an experienced guard meeting the approval of the Contract Administrator.

D. COURSE OF INSTRUCTION

A written copy of the proposed course of instruction shall be provided for review and approval by the Contractor to the Contract Administrator prior to award. A representative(s) of the Contract Administrator may visit the training classes without notice, to monitor this course.

E. CERTIFICATING OF TRAINING

All training, with the exception of the follow-up orientation and subsequent training of replacement guards, shall be completed prior to assignment under this contract. A written certification of each employee's training, including supervisors, shall be submitted to the Contract Administrator and Using Agency, as applicable, prior to an employee's entrance to duty, except as specifically waived by the Contract Administrator.

F. TRAINING FOR SECURITY PERSONNEL

1. Basic Instructional Training

Each contract security guard is to receive a minimum of 40 hours total of classroom instruction, excluding firearms qualification, in the subject areas listed. The Contractor may exercise full discretion over the format or course outline for instruction, as long as all subject matter identified is adequately addressed in training. As part of the proposed course of instruction to be submitted to the Contract Administrator for review, the Contractor shall identify the total hours of training to be provided, as well as an approximate distribution of time among topical areas. This also includes replacement guards.

a.) Use of Communications Equipment

- Telephone
- Two-way radio
- Basic computer orientation
- Routine and emergency procedures

b.) Protection of Facility

- Philosophy: protection through prevention
- "Accommodations to the Using Agencies Operational and Facilities Policies for Disabled Persons"
- Post orders and other contractual responsibilities
- General and specific orders
- Foot patrol methods, including watchman's clock tours
- Vehicular patrol methods
- Access control, including people and packages

- Circulation and crowd control
 - Interviewing techniques
 - Safety inspection and awareness
- c.) Report Writing
- Written report methods and requirements
 - Requirements for legibility and literacy
- d.) Basic First Aid – including CPR and AED
- e.) Special Situations
- Escort services
 - Loiterers
 - Vandalism
 - Threats of personnel safety
 - Burglary, robbery, or theft
 - Espionage
 - Sabotage
 - Drug/Alcohol
- f.) Emergency Services
- Emergency or disaster response procedures
 - Fire control systems and equipment (ie portable fire extinguishers)
 - Fire Prevention
 - Firefighting methods and procedures
 - Responding to facility alarms
 - Law enforcement/private security relationship
 - Riot or crowd control
 - Reporting procedures for emergencies or other non-routine incidents
- g.) Written Examination
- Classroom instruction
 - Report writing
 - Each guard shall be tested for reading comprehension ability to write a clear and comprehensive report, and familiarity with word processing and basic computer operation.
- The result of these tests must be certified to the Contract Administrator as part of each guard's file.

2. Testing Requirements

As part of this training, the Contractor shall administer to each employee a two-part written test designed to confirm and evaluate the

employee's level of understanding.

- a.) Retention of Information – This part of the test is to be of a non-essay nature and include a minimum of 100 questions designed to evaluate understanding of all areas of the course of instruction. To be eligible for duty under this contract, a security guard must achieve a score of 75% correct answers or higher.
- b.) Report Writing – This portion of the test is designed to assess the individual's ability to succinctly summarize pertinent information related to an incident and to prepare the proper reports meeting contractual requirements for legibility and English fluency. While the Contractor may exercise some discretion in format, the test should at a minimum require the employee to select the appropriate report(s), select pertinent facts from a written narrative, oral presentation, or film depicting an event, and to complete the report in an adequate manner.

3. Site Orientation Training

The Contractor shall provide a minimum of sixteen (16) hours of on-site training for Security Guards for each shift to be worked in order to familiarize each guard with the post. These sixteen (16) hours shall be in four hour intervals over a four day period. Additional hours may be required at specific posts, and shall be detailed in the appropriate Post Orders. Said training shall be conducted by a contract shift supervisor or experienced guard/officer who is fully qualified at the post. The trainee is 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 is to be conducted at each different job site to which the guard/office is assigned. The measure of success for the training shall not be the time invested (e.g. eight (8) hours) but rather the effectiveness with which the trained employee is able to perform post duties. The County shall be the sole assessor of that effectiveness. The Site Orientation Training will consist of the following:

- a.) General and specific orders for the facility.
- b.) Policy and specific procedures for responding to emergency alarms, bomb threats, incendiary devices in the facility.
- c.) Procedures for access control and operation of the security system within the facility.
- d.) Procedures for operation of the fire alarms, fire control system, and fire-fighting equipment.
- e.) Orientation to Broward County
 - History and role as public service provider
 - Contract personnel as representatives of County
 - Types of facilities secured under contract.
 - Role of County facility managers

4. Refresher Training (RT)

Periodic training of each employee is required to be conducted by contract supervisors in order to insure continued understanding of and familiarity with existing or new facility conditions. Refresher Training is to be conducted at a minimum of one time within the first 14 days of an employee's post assignment, and additionally at the request of the Using Agency or at the request of the Contract Administrator. Such training shall be conducted at the expense of the Contractor and may include, should circumstances dictate (e.g. repeated violations of a guard), not only Site Orientation Training but also any or all portions of Basic Instructional Training.

V. UNIFORMS AND RELATED EQUIPMENT AND SUPPLIES FOR SECURITY GUARDS:

A. UNIFORMS

All uniforms shall be provided by Contractor and/or employees. The County will not provide any uniform or uniform element. Contractor must ensure that all security personnel and supervisors are fully equipped and wearing complete County-approved uniforms including uniform jackets with required patches and guard name tags.

Security Personnel shall wear uniforms whose color and style have been approved in advance by the Contract Administrator or the Using Agency. All employees performing under this contract shall be required to wear the same color and style of uniform, distinguished only by Contractor identification patches (see below). Uniforms do not have to be new, but **MUST** be in good condition and meet contract standards. Said uniforms will consist of the following items unless otherwise required under the terms of this contract:

- (1) Trousers, all-season weight, all the same color and style.
- (2) Shirt/blouse, short or long sleeve all the same color and style.
- (3) Belt-solid black.
- (4) Neck tie – solid black unless waived for the specific location by Using Agency Representative.
- (5) Tie bar (see [4] above)
- (6) Socks – solid black
- (7) Shoes – solid black
- (8) Shoulder patches lettered to indicate the name of the Contractor shall be worn on both shoulders of the uniform jacket and shirt. No other identification of the Contractor or employee shall be worn or displayed on the uniform except hat.
- (9) "Baseball" – style cap, with a patch that identifies the company. Regulation uniform hats may be required at certain sites and are to be

provided by the contractor. Baseball caps are not to be worn at major facilities.

- (10) Name tags and current photo I.D. card issued by contractor to be worn over the right breast pocket.
- (11) Foul weather clothing, including raincoats, boots, and/or security jacket, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing must be identical in style and color for each guard, and marked with Contractor's identification logo or name, or an insignia.
- (12) All employees must wear clean, pressed uniforms at all times while on duty at a County Post. Contract Administrator and Using Agency Representative shall have the right to require the immediate replacement of any employee on duty who is out of uniform.

B. EQUIPMENT FOR SECURITY GUARDS

Except as specifically noted, or provided for in this Agreement, security guards shall be equipped at all times while on duty with the following items:

1. Unarmed Guards

- (1) Pistol belt ~~without shoulder strap~~
- (2) Whistle, with metal chain attachment
- (3) Flashlight; heavy-duty (2 or more D-cells)
- (4) Two-way radio, licensed for use by the Federal Communications Commission (FCC), and meeting all requirements as specified in this Agreement.

2. Armed Guards

Armed Guards will be provided only as specifically requested by the Using Agency Representative, and approved by the Contract Administrator.

- (1) Pistol belt.
- (2) All of the equipment listed above.
- (3) Pistol

C. VEHICULAR EQUIPMENT

Security personnel may be required by the County to operate licensed motor vehicles in order to move between non-adjacent scheduled foot-patrol assignments or to conduct vehicular patrols on an area. Likewise, they may be required to operate off-street motorized carts in order to conduct vehicular patrol of an area. Vehicle types, color, markings, lights and other features shall be approved by the Contract Administrator or the Using Agency Representative. The Contractor may be required to provide a maximum of up to three (3) off-street motorized carts.

1. **Security Cart/Vehicle:**

Solid state electric golf carts and charger with security beacon and side panels. Four (4) Wheels, Two (2) person capacity (including driver), with back compartment. Rate is inclusive of all maintenance.

County provided Security Carts/Vehicles for security personnel's operation will be maintained by the County for the duration of the contract.

Contractor provided Security Carts/Vehicles for security personnel's operation will be maintained by the Contractor for the duration of the contract.

2. **Patrol Vehicles:**

Fully equipped high profile (i.e., visible), well-marked, utility patrol vehicle, equipped with light bar, security markings, jumper cables, first aid equipment, traffic cones and flares. Rate is inclusive of all fuel and maintenance. Vehicles can be marked to identify specific County sites, if required.

Patrol Vehicles will be provided through this contract by the Contractor and maintained by the Contractor for the duration of the contract.

3. **Patrol Bicycles:**

Raleigh 15 speed or equivalent, fully equipped police quality bicycles.

Rate is inclusive of all maintenance. ***Patrol Bicycles will be provided through this contract by the Contractor and maintained by the Contractor for the duration of the contract.***

D. USE AND MAINTENANCE OF EQUIPMENT AND UNIFORM

1. The uniform and equipment shall be used only when security personnel are on official duty or while in transit between their place of residency and assigned duty station. Furthermore, at any and all times while in uniform, security personnel and supervisors are required to wear a complete uniform, and to be fully equipped. Also, security personnel shall not be permitted to provide themselves with any unauthorized equipment such as chemical agent, concealed weapons, personal radios, or other items not specifically approved by this contract or by Contract Administrator or Using Agency Representative.

2. **Maintenance of Uniforms and Equipment**

The Contractor is responsible for assuring that security personnel maintain a neat appearance in accordance with contract standards, up to and including responsibility for maintenance and replacement of uniforms, as necessary. Likewise, it is expected that 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 in any manner constitute a hazard to any person or persons on County property.

VI. COUNTY-FURNISHED ITEMS

The County shall furnish without cost to the Contractor, to be used only in connection with the performance of this contract, the following materials and equipment.

A. FACILITY POST ORDERS

Post orders are to be prepared, with reasonable and periodic update, for each individual post by Using Agency Representative, with the advice of the Contract Administrator. The Contract Administrator shall have the responsibility for distributing a single copy of the subject post orders to the Contractor, who shall in turn be responsible for ensuring appropriate distribution of the orders to all field security personnel. The Contractor shall not make any alterations to the post orders except as specifically approved in writing by the Using Agency Representative, or the Contract Administrator.

B. FORMS

Required forms and other documentation used in reporting procedures at specific posts will be provided or approved by the County.

C. PROXIMITY CARD READERS

Card readers shall be utilized before, during, and after the completion of security patrols Security access cards will be supplied by the County

D. HAND HELD RADIOS

The County shall provide the contractor Hand Held Radios in order to perform their duties at a specified location or post.

E. REPLACEMENT

Contractor assumes full responsibility for all equipment issued by the County to Contractor solely for performance of the work contained herein. Contractor shall reimburse County, at currently market rates, for all equipment that is lost, damaged, stole, or otherwise unavailable. Upon termination of contract, all equipment shall be returned to the County in good operating condition, less reasonable wear and tear.

VII. CONTRACTOR-FURNISHED ITEMS

A. WORKING MATERIALS

Contractor shall provide all working materials necessary for proper performance of this contract including, but not limited to, items such as bound logs, notebooks, pens, and pencils. These materials shall be supplied by the Contractor at no expense to the County, unless otherwise specified by this contract or the Contract Administrator. All materials required to perform this contract and not otherwise mentioned as being provided by the County shall be provided by the Contractor and/or employee at their expense.

B. MINIMUM UNIFORM AND EQUIPMENT ISSUE

1. In order to ensure that all on-duty security personnel are fully

equipped and meet contractual standards for neatness of appearance, the Contractor will be required to issue to each employee, and maintain throughout the term of this contract, uniforms and equipment in the following numbers:

- a.) Trousers, four (4)
- b.) Shirts/blouses, five (5)
- c.) One (1) set of all other uniform components as specified in Section V. –A.

C. ENFORCEMENT

The Contract Administrator is responsible for ensuring that the Contractor adheres to contractual requirements with regard to uniforms and equipment issues.

VIII. COMPENSATION

A. County agrees to pay Contractor, the hourly rates for the security guards at the rates for each year of this contract, as specified herein, which amounts shall be paid in the manner specified in Section C, and as provided below.

1. Overtime Charges:

New Site Assignments or Additional Shifts. The County will make an effort to give the Contractor at least 48-hours' notice of any new site assignment or additional shift requirements. If the operational needs of any Using Agency result in less than 48-hours' notice hours being given for any additional shift requirements or new site assignment, then the County shall pay the Contractor approved overtime at the "Overtime Rate" not to exceed one and one-half (1 ½) times the hourly rate, for the first forty-eight (48) hours of any new site assignment or additional shift requirement; provided that such coverage is made available by Contractor within the later to occur to ("Response Time"): twelve (12) hours of the request by the Using Agency Representative, or the time specified by the Using Agency Representative. Any delay in providing such coverage by the Contractor beyond the Response Time shall reduce the overtime charges on an hour-for-hour basis. The Using Agency assignments will be provided to Contractor upon award of the contract and such assignments shall not constitute new assignments or additional shifts.

2. Overtime Charges:

Shifts that are Less than Eight (8) Hours. If any Using Agency requires the Contractor to provide security services for less than an eight (8) hour shift in any 24-hour period, then upon receipt of any such request from a Using Agency, the Contractor shall review its ability to provide such service without using security

officers on their days off or past their regular tours of duty. If the Contractor determines that it is unable to provide the requested services unless it uses security officers on their days off or past their regular tours of duty, the Contractor shall give the Using Agency written notice to that effect within forty-eight (48) hours of the request and the County shall pay overtime for the services requested, at the Overtime Rate. If the Contractor shall fail to provide such notice within the aforesaid time period, no overtime may be charged by the Contractor for the services. There shall be no overtime charged for any shift that is eight (8) or more hours in duration in any 24-hour period.

3. Actual Overtime Must be Worked:

It is expected that the Contractor will provide services pursuant to subsections 2 and 3 using security officers on their days off or past their regular tours of duty. Notwithstanding anything to the contrary set forth in subsections 1 and 2, the Overtime Rate shall be paid by the County for only those hours worked in excess of a regular weekly tour of duty. Any and all requests by Contractor for overtime compensation must be accompanied by payroll documentation showing payments to security personnel for overtime hours directly attributable to the request by the County for coverage pursuant to subsection 1 or 2.

B. County agrees to pay Contractor, the rates for equipment, as specified herein in the manner specified herein in the manner in Section C.

C. METHOD OF BILLING AND PAYMENT

1. Contractor may submit invoices for compensation no more often than on a weekly basis, with a separate invoice being provided for services provided to each Using Agency. Each invoice shall show the total number of security guard hours and equipment usage, by specific location, security guard classification, and equipment type, provided on a daily basis. An original invoice plus one copy shall be submitted to the County's Accounts Payable Division and one copy shall be submitted to the applicable Using Agency Representative. Supporting information must be provided with each invoice, that shows a daily breakdown of staff reporting times, assigned posts, equipment types and usage and remarks to indicate differences between the County required coverage and that which was supplied. The invoiced rate shall be based on the assigned security guard class for the assigned posts. These billings shall identify the nature of the work performed, the total hours of work performed, the employee category of the individuals performing same, and the equipment types of usage. Supporting invoices for subcontractor services must be provided. When requested by Contract Administrator or the Using Agency, Contractor shall provide backup for past and current invoices that records hours and costs by employee category, equipment used, and Using Agency, including subcontractor hours and costs, so that total hours and

costs by Using Agency may be determined.

VERIFICATION OF OFFICER QUALIFICATIONS

Prior to submitting an invoice contractor must comply with County Security Officer Qualification Verification procedures. Contractor must arrange to submit prospective security officer's personnel file to Facilities Management Division Security Chief. Chief will review the personnel file to verify attainment of all requirements for each Security Officer classification. If the Security Chief determines that the proposed officer meets the qualifications for the proposed assignment he will notify contractor. Upon verification of the proposed officer's qualifications for eligibility in the appropriate class FMD Security Chief will enter the approved Security Officer's name and approved classification into a data base accessible to all County Agencies utilizing this contract. The data base will be accessed as part of the invoice approval process followed by County Agencies when processing invoices for payment under this contract.

2. County shall pay Contractor within thirty (30) calendar days of receipt of Contractor's proper statement, (no statements are rendered, other than the weekly invoice) as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49, as may be amended from time to time). To be deemed proper, each invoice must comply with the requirements set forth in this Agreement, must be approved by the applicable Using Agency Representative, and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator. Payment maybe withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement. Notwithstanding the foregoing, the parties desire to achieve early resolution of payment concerns and, accordingly, Using Agency Representative shall make a good faith effort to verbally contact the Contractor prior to any Using Agency Representative making any notation on an invoice to deduct an item from payment. However, the failure of a using Agency Representative to contact the Contractor prior to making any such notation shall not be deemed a waiver of County's right to withhold payment for any improperly submitted item on an invoice.

D. Notwithstanding any provision of this Contract to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of fraud or reasonable evidence indicating fraud by Contractor. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to Contract Administrator after receiving comments from any affected Using Agency, payment may be made. The amount withheld shall not be subject to payment of interest by County.

E. The Contractor shall pay all applicable sales, consumer, use, employment

and similar taxes required by law and shall pay all employee benefits mandated by law, including without limitation, social security and unemployment insurance.

- F. All direct employees of Contractor, and any persons supplied by or through Contractor, shall not be entitled to any compensation or any benefits that may be provided by the County to its own employees, nor shall the County in any way be liable for providing or payment of any such compensation or benefits. The Contractor shall provide a written notice to all persons supplied by or through Contractor that any benefits which may be provided shall be, and are, the responsibility of the Contractor exclusively and County shall be responsible for no compensation or benefits to any such persons.

Exhibit B – Payment Schedule

PRICING MATRIX

PRICING MATRIX SUMMARY
for
RFP No. R13262081
GENERAL SECURITY SERVICES AT VARIOUS COUNTY FACILITIES
GROUP 1, GENERAL MARKETPLACE

CONTRACT YEAR	ANNUAL TOTAL
1	\$5,349,070.48
2	\$5,429,157.76
3	\$5,510,885.64
(OPTION) 4	\$5,589,610.52
(OPTION) 5	\$5,676,030.88

TOTAL PROPOSED

CONTRACT FEE:

10% Optional
Services

\$27,554,755.28

\$2,755,475.53

**TOTAL NOT TO
EXCEED**

\$30,310,230.81

PRICING MATRIX
for
RFP No. R1326208P1
GENERAL SECURITY SERVICES AT VARIOUS COUNTY FACILITIES
GROUP 1, GENERAL MARKETPLACE


CONTRACT YEAR 1

NO.	CLASSIFICATION	DESCRIPTION	ESTIMATED WEEKLY HOURS - REGULAR / OVERTIME	HOURLY RATE - REGULAR	HOURLY RATE - OVERTIME	52 WEEK TOTAL
WATER AND WASTEWATER SERVICES						
1	Managers and Supervisors	Site Supervisor	40 0	\$19.63	\$27.48	\$40,830.40
2	Security Officers	Class II Security Officer	163 10	\$16.37	\$22.92	\$150,670.52
3	Security Officers	Class III Security Officer	193 20	\$16.82	\$23.55	\$193,297.52
FACILITIES MANAGEMENT DIVISION						
4	Managers and Supervisors	Project Manager	55 0	\$37.25		\$106,535.00
5	Managers and Supervisors	Site Supervisor	231 0	\$19.63	\$27.48	\$235,795.56
6	Security Officers	Class II Security Officer	1,667 10	\$16.37	\$22.92	\$1,430,935.48
7	Security Officers	Class III Security Officer	1,275 20	\$16.82	\$23.55	\$1,139,658.00
8	Equipment	Two (2) golf carts for roving patrols				\$7,200.00
EMERGENCY MANAGEMENT DIVISION						
9	Security Officers	Class II Security Officer	48 10	\$16.37	\$22.92	\$52,777.92
SOLID WASTE AND RECYCLING SERVICES						
10	Security Officers	Class II Security Officer	98 10	\$16.37	\$22.92	\$95,339.92
HIGHWAY AND BRIDGE MAINTENANCE DIVISION						
11	Security Officers	Class II Security Officer	30 10	\$16.37	\$22.92	\$37,455.60
12	Security Officers	Class III Security Officer	50 20	\$16.82	\$23.55	\$68,224.00
TRANSIT DIVISION						
13	Security Officers	Class II Security Officer	630 10	\$16.37	\$22.92	\$548,199.60
14	Security Officers	Class III Security Officer	567 20	\$16.82	\$23.55	\$520,412.88
TRAFFIC ENGINEERING DIVISION						
15	Security Officers	Class III Security Officer	233 20	\$16.82	\$23.55	\$228,283.12

NO.	CLASSIFICATION	DESCRIPTION	ESTIMATED WEEKLY HOURS - REGULAR / OVERTIME	HOURLY RATE - REGULAR	HOURLY RATE - OVERTIME	52 WEEK TOTAL
ANIMAL CONTROL						
16	Security Officers	Class II Security Officer	47 10	\$16.37	\$22.92	\$51,926.68
17	Security Officers	Class III Security Officer	47 20	\$16.82	\$23.55	\$65,600.08
CONSTRUCTION MANAGEMENT DIVISION						
18	Security Officers	Class III Security Officer	250 20	\$16.82	\$23.55	\$243,152.00
ENVIRONMENTAL MONITORING DIVISION						
19	Security Officers	Class II Security Officer	35 10	\$16.37	\$22.92	\$41,711.80
RECORDS, TAXES & TREASURY DIVISION						
20	Security Officers	Class III Security Officer	54 20	\$16.82	\$23.55	\$71,722.56
21	Patrol Vehicle	Vehicle for Security Officer	Patrol Vehicle Monthly Rate of \$1,611.82			\$19,341.84
YEAR 1 TOTAL						\$5,349,070.48

It is agreed that the minimum wage to be paid to all employees, regardless of the number of hours worked, will be the current Broward County Living Wage.

YES	<input checked="" type="checkbox"/>	Agree to the above statement.
NO	<input type="checkbox"/>	Disagree to the above statement.

Name of Company: 645 Secure Solutions (USA), Inc.
 Authorized Person: Michael P. Boss
 Authorized Signature: 

By signing this proposal sheet, your firm is agreeing to the terms and conditions of the invitation for proposal. Failure to provide pricing for each line item on this bid sheet shall render your bid non-responsive.

THE COUNTY RESERVES THE RIGHT TO ADD AND DELETE LOCATIONS TO THIS CONTRACT AS NEEDED THROUGHOUT THE DURATION OF THIS CONTRACT. THE HOURS ON THIS BID SHEET ARE ESTIMATES BASED ON HISTORICAL DATA. ACTUAL LEVELS OF SERVICE AT EACH LOCATION OF THIS CONTRACT COULD BE GREATER OR LESS THAN THE ESTIMATES ON THIS BID SHEET. BROWARD COUNTY DOES NOT GUARANTEE THE NUMBER OF HOURS TO BE UTILIZED THROUGHOUT THE DURATION OF THIS CONTRACT.

PRICING MATRIX
for
RFP No. R1326208P1
GENERAL SECURITY SERVICES AT VARIOUS COUNTY FACILITIES
GROUP 1, GENERAL MARKETPLACE

CONTRACT YEAR 2

NO.	CLASSIFICATION	DESCRIPTION	ESTIMATED WEEKLY HOURS - REGULAR / OVERTIME	HOURLY RATE - REGULAR	HOURLY RATE - OVERTIME	52 WEEK TOTAL
WATER AND WASTEWATER SERVICES						
1	Managers and Supervisors	Site Supervisor	40 0	\$19.92	\$27.89	\$41,433.60
2	Security Officers	Class II Security Officer	163 10	\$16.62	\$23.27	\$152,971.52
3	Security Officers	Class III Security Officer	193 20	\$17.07	\$23.90	\$196,170.52
FACILITIES MANAGEMENT DIVISION						
4	Managers and Supervisors	Project Manager	55 0	\$37.81		\$108,136.60
5	Managers and Supervisors	Site Supervisor	231 0	\$19.92	\$27.89	\$239,279.04
6	Security Officers	Class II Security Officer	1,667 10	\$16.62	\$23.27	\$1,452,788.48
7	Security Officers	Class III Security Officer	1,275 20	\$17.07	\$23.90	\$1,156,597.00
8	Equipment	Two (2) golf carts for roving patrols				\$7,200.00
EMERGENCY MANAGEMENT DIVISION						
9	Security Officers	Class II Security Officer	48 10	\$16.62	\$23.27	\$53,583.92
SOLID WASTE AND RECYCLING SERVICES						
10	Security Officers	Class II Security Officer	98 10	\$16.62	\$23.27	\$96,795.92
HIGHWAY AND BRIDGE MAINTENANCE DIVISION						
11	Security Officers	Class II Security Officer	30 10	\$16.62	\$23.27	\$38,027.60
12	Security Officers	Class III Security Officer	50 20	\$17.07	\$23.90	\$69,238.00
TRANSIT DIVISION						
13	Security Officers	Class II Security Officer	630 10	\$16.62	\$23.27	\$556,571.60
14	Security Officers	Class III Security Officer	567 20	\$17.07	\$23.90	\$528,147.88
TRAFFIC ENGINEERING DIVISION						
15	Security Officers	Class III Security Officer	233 20	\$17.07	\$23.90	\$231,676.12

NO.	CLASSIFICATION	DESCRIPTION	ESTIMATED WEEKLY HOURS - REGULAR / OVERTIME		HOURLY RATE - REGULAR	HOURLY RATE - OVERTIME	52 WEEK TOTAL
ANIMAL CONTROL							
16	Security Officers	Class II Security Officer	47	10	\$16.62	\$23.27	\$52,719.68
17	Security Officers	Class III Security Officer	47	20	\$17.07	\$23.90	\$66,575.08
CONSTRUCTION MANAGEMENT DIVISION							
18	Security Officers	Class III Security Officer	250	20	\$17.07	\$23.90	\$246,766.00
ENVIRONMENTAL MONITORING DIVISION							
19	Security Officers	Class II Security Officer	35	10	\$16.62	\$23.27	\$42,348.80
RECORDS, TAXES & TREASURY DIVISION							
20	Security Officers	Class III Security Officer	54	20	\$17.07	\$23.90	\$72,788.56
21	Patrol Vehicle	Vehicle for Security Officer	Patrol Vehicle Monthly Rate of \$1,611.82				\$19,341.84
YEAR 2 TOTAL							\$5,429,157.76

It is agreed that the minimum wage to be paid to all employees, regardless of the number of hours worked, will be the current Broward County Living Wage.

YES	<u>MPB</u>	Agree to the above statement.
NO		Disagree to the above statement.

Name of Company: *MPB* ~~Archer~~ G4S Secure Solutions (USA), Inc.

Authorized Person: Michael P. Boss

Authorized Signature: *MPB*

By signing this proposal sheet, your firm is agreeing to the terms and conditions of the invitation for proposal. Failure to provide pricing for each line item on this bid sheet shall render your bid non-responsive.

THE COUNTY RESERVES THE RIGHT TO ADD AND DELETE LOCATIONS TO THIS CONTRACT AS NEEDED THROUGHOUT THE DURATION OF THIS CONTRACT. THE HOURS ON THIS BID SHEET ARE ESTIMATES BASED ON HISTORICAL DATA. ACTUAL LEVELS OF SERVICE AT EACH LOCATION OF THIS CONTRACT COULD BE GREATER OR LESS THAN THE ESTIMATES ON THIS BID SHEET. BROWARD COUNTY DOES NOT GUARANTEE THE NUMBER OF HOURS TO BE UTILIZED THROUGHOUT THE DURATION OF THIS CONTRACT.

PRICING MATRIX
for
RFP No. R1326208P1
GENERAL SECURITY SERVICES AT VARIOUS COUNTY FACILITIES
GROUP 1, GENERAL MARKETPLACE


CONTRACT YEAR 3

NO.	CLASSIFICATION	DESCRIPTION	ESTIMATED WEEKLY HOURS - REGULAR / OVERTIME	HOURLY RATE - REGULAR	HOURLY RATE - OVERTIME	52 WEEK TOTAL	
WATER AND WASTEWATER SERVICES							
1	Managers and Supervisors	Site Supervisor	40	0	\$20.22	\$28.31	\$42,057.60
2	Security Officers	Class II Security Officer	163	10	\$16.87	\$23.62	\$155,272.52
3	Security Officers	Class III Security Officer	193	20	\$17.33	\$24.26	\$199,154.28
FACILITIES MANAGEMENT DIVISION							
4	Managers and Supervisors	Project Manager	55	0	\$38.38		\$109,766.80
5	Managers and Supervisors	Site Supervisor	231	0	\$20.22	\$28.31	\$242,882.64
6	Security Officers	Class II Security Officer	1,667	10	\$16.87	\$23.62	\$1,474,641.48
7	Security Officers	Class III Security Officer	1,275	20	\$17.33	\$24.26	\$1,174,209.40
8	Equipment	Two (2) golf carts for roving patrols					\$7,200.00
EMERGENCY MANAGEMENT DIVISION							
9	Security Officers	Class II Security Officer	48	10	\$16.87	\$23.62	\$54,389.92
SOLID WASTE AND RECYCLING SERVICES							
10	Security Officers	Class II Security Officer	98	10	\$16.87	\$23.62	\$98,251.92
HIGHWAY AND BRIDGE MAINTENANCE DIVISION							
11	Security Officers	Class II Security Officer	30	10	\$16.87	\$23.62	\$38,599.60
12	Security Officers	Class III Security Officer	50	20	\$17.33	\$24.26	\$70,288.40
TRANSIT DIVISION							
13	Security Officers	Class II Security Officer	630	10	\$16.87	\$23.62	\$564,943.60
14	Security Officers	Class III Security Officer	567	20	\$17.33	\$24.26	\$536,188.12
TRAFFIC ENGINEERING DIVISION							
15	Security Officers	Class III Security Officer	233	20	\$17.33	\$24.26	\$235,200.68

NO.	CLASSIFICATION	DESCRIPTION	ESTIMATED WEEKLY HOURS - REGULAR / OVERTIME		HOURLY RATE - REGULAR	HOURLY RATE - OVERTIME	52 WEEK TOTAL
ANIMAL CONTROL							
16	Security Officers	Class II Security Officer	47	10	\$16.87	\$23.62	\$53,512.68
17	Security Officers	Class III Security Officer	47	20	\$17.33	\$24.26	\$67,584.92
CONSTRUCTION MANAGEMENT DIVISION							
18	Security Officers	Class III Security Officer	250	20	\$17.33	\$24.26	\$250,520.40
ENVIRONMENTAL MONITORING DIVISION							
19	Security Officers	Class II Security Officer	35	10	\$16.87	\$23.62	\$42,985.80
RECORDS, TAXES & TREASURY DIVISION							
20	Security Officers	Class III Security Officer	54	20	\$17.33	\$24.26	\$73,893.04
21	Patrol Vehicle	Vehicle for Security Officer	Patrol Vehicle Monthly Rate of \$1,611.82				\$19,341.84
YEAR 3 TOTAL							\$5,510,885.64

It is agreed that the minimum wage to be paid to all employees, regardless of the number of hours worked, will be the current Broward County Living Wage.

YES	<input checked="" type="checkbox"/>	Agree to the above statement.
NO	<input type="checkbox"/>	Disagree to the above statement.

Name of Company: G4S Secure Solutions (USA), Inc.
 Authorized Person: Michael P. Ross
 Authorized Signature: 

By signing this proposal sheet, your firm is agreeing to the terms and conditions of the invitation for proposal. Failure to provide pricing for each line item on this bid sheet shall render your bid non-responsive.

THE COUNTY RESERVES THE RIGHT TO ADD AND DELETE LOCATIONS TO THIS CONTRACT AS NEEDED THROUGHOUT THE DURATION OF THIS CONTRACT. THE HOURS ON THIS BID SHEET ARE ESTIMATES BASED ON HISTORICAL DATA. ACTUAL LEVELS OF SERVICE AT EACH LOCATION OF THIS CONTRACT COULD BE GREATER OR LESS THAN THE ESTIMATES ON THIS BID SHEET. BROWARD COUNTY DOES NOT GUARANTEE THE NUMBER OF HOURS TO BE UTILIZED THROUGHOUT THE DURATION OF THIS CONTRACT.

PRICING MATRIX
for
RFP No. R1326208P1
GENERAL SECURITY SERVICES AT VARIOUS COUNTY FACILITIES
GROUP 1, GENERAL MARKETPLACE


CONTRACT YEAR 4

NO.	CLASSIFICATION	DESCRIPTION	ESTIMATED WEEKLY HOURS - REGULAR / OVERTIME	HOURLY RATE - REGULAR	HOURLY RATE - OVERTIME	52 WEEK TOTAL	
WATER AND WASTEWATER SERVICES							
1	Managers and Supervisors	Site Supervisor	40	0	\$20.52	\$28.73	\$42,681.60
2	Security Officers	Class II Security Officer	163	10	\$17.12	\$23.97	\$157,573.52
3	Security Officers	Class III Security Officer	193	20	\$17.59	\$24.63	\$202,148.44
FACILITIES MANAGEMENT DIVISION							
4	Managers and Supervisors	Project Manager	55	0	\$38.38		\$109,766.80
5	Managers and Supervisors	Site Supervisor	231	0	\$20.52	\$28.73	\$246,486.24
6	Security Officers	Class II Security Officer	1,667	10	\$17.12	\$23.97	\$1,496,494.48
7	Security Officers	Class III Security Officer	1,275	20	\$17.59	\$24.63	\$1,191,832.20
8	Equipment	Two (2) golf carts for roving patrols					\$7,200.00
EMERGENCY MANAGEMENT DIVISION							
9	Security Officers	Class II Security Officer	48	10	\$17.12	\$23.97	\$55,195.92
SOLID WASTE AND RECYCLING SERVICES							
10	Security Officers	Class II Security Officer	98	10	\$16.87	\$23.62	\$98,251.92
HIGHWAY AND BRIDGE MAINTENANCE DIVISION							
11	Security Officers	Class II Security Officer	30	10	\$17.12	\$23.97	\$39,171.60
12	Security Officers	Class III Security Officer	50	20	\$17.59	\$24.63	\$71,349.20
TRANSIT DIVISION							
13	Security Officers	Class II Security Officer	630	10	\$17.12	\$23.97	\$573,315.60
14	Security Officers	Class III Security Officer	567	20	\$17.59	\$24.63	\$544,238.76
TRAFFIC ENGINEERING DIVISION							
15	Security Officers	Class III Security Officer	233	20	\$17.59	\$24.63	\$238,735.64

NO.	CLASSIFICATION	DESCRIPTION	ESTIMATED WEEKLY HOURS - REGULAR / OVERTIME		HOURLY RATE - REGULAR	HOURLY RATE - OVERTIME	52 WEEK TOTAL
ANIMAL CONTROL							
16	Security Officers	Class II Security Officer	47	10	\$17.12	\$23.97	\$54,305.68
17	Security Officers	Class III Security Officer	47	20	\$17.59	\$24.63	\$68,605.16
CONSTRUCTION MANAGEMENT DIVISION							
18	Security Officers	Class III Security Officer	250	20	\$17.59	\$24.63	\$254,285.20
ENVIRONMENTAL MONITORING DIVISION							
19	Security Officers	Class II Security Officer	35	10	\$17.12	\$23.97	\$43,622.80
RECORDS, TAXES & TREASURY DIVISION							
20	Security Officers	Class III Security Officer	54	20	\$17.59	\$24.63	\$75,007.92
21	Patrol Vehicle	Vehicle for Security Officer	Patrol Vehicle Monthly Rate of \$1,611.82				\$19,341.84
YEAR 4 TOTAL							\$5,589,610.52

It is agreed that the minimum wage to be paid to all employees, regardless of the number of hours worked, will be the current Broward County Living Wage.

YES	<u>MPB</u>	Agree to the above statement.
NO		Disagree to the above statement.

Name of Company: G4S Secur Solutions (USA), Inc.
 Authorized Person: Michael P. Ross
 Authorized Signature: 


By signing this proposal sheet, your firm is agreeing to the terms and conditions of the invitation for proposal. Failure to provide pricing for each line item on this bid sheet shall render your bid non-responsive.

THE COUNTY RESERVES THE RIGHT TO ADD AND DELETE LOCATIONS TO THIS CONTRACT AS NEEDED THROUGHOUT THE DURATION OF THIS CONTRACT. THE HOURS ON THIS BID SHEET ARE ESTIMATES BASED ON HISTORICAL DATA. ACTUAL LEVELS OF SERVICE AT EACH LOCATION OF THIS CONTRACT COULD BE GREATER OR LESS THAN THE ESTIMATES ON THIS BID SHEET. BROWARD COUNTY DOES NOT GUARANTEE THE NUMBER OF HOURS TO BE UTILIZED THROUGHOUT THE DURATION OF THIS CONTRACT.

NO.	CLASSIFICATION	DESCRIPTION	ESTIMATED WEEKLY HOURS - REGULAR / OVERTIME	HOURLY RATE - REGULAR	HOURLY RATE - OVERTIME	52 WEEK TOTAL
ANIMAL CONTROL						
16	Security Officers	Class II Security Officer	47 10	\$17.38	\$24.33	\$55,128.32
17	Security Officers	Class III Security Officer	47 20	\$17.86	\$25.00	\$69,649.84
CONSTRUCTION MANAGEMENT DIVISION						
18	Security Officers	Class III Security Officer	250 20	\$17.86	\$25.00	\$258,180.00
ENVIRONMENTAL MONITORING DIVISION						
19	Security Officers	Class II Security Officer	35 10	\$17.38	\$24.33	\$44,283.20
RECORDS, TAXES & TREASURY DIVISION						
20	Security Officers	Class III Security Officer	54 20	\$17.86	\$25.00	\$76,150.88
21	Patrol Vehicle	Vehicle for Security Officer	Patrol Vehicle Monthly Rate of \$1,611.82			\$19,341.84
YEAR 5 TOTAL						\$5,676,030.88

It is agreed that the minimum wage to be paid to all employees, regardless of the number of hours worked, will be the current Broward County Living Wage.

YES	<u>MPB</u>	Agree to the above statement.
NO		Disagree to the above statement.

Name of Company: GPS Secure Solutions (USA), Inc.
 Authorized Person: Michael P. Boss
 Authorized Signature: 

By signing this proposal sheet, your firm is agreeing to the terms and conditions of the invitation for proposal. Failure to provide pricing for each line item on this bid sheet shall render your bid non-responsive.

THE COUNTY RESERVES THE RIGHT TO ADD AND DELETE LOCATIONS TO THIS CONTRACT AS NEEDED THROUGHOUT THE DURATION OF THIS CONTRACT. THE HOURS ON THIS BID SHEET ARE ESTIMATES BASED ON HISTORICAL DATA. ACTUAL LEVELS OF SERVICE AT EACH LOCATION OF THIS CONTRACT COULD BE GREATER OR LESS THAN THE ESTIMATES ON THIS BID SHEET. BROWARD COUNTY DOES NOT GUARANTEE THE NUMBER OF HOURS TO BE UTILIZED THROUGHOUT THE DURATION OF THIS CONTRACT.

PRICING MATRIX
for
RFP No. R1326208P1
GENERAL SECURITY SERVICES AT VARIOUS COUNTY FACILITIES
GROUP 1, GENERAL MARKETPLACE

CONTRACT YEAR 5

NO.	CLASSIFICATION	DESCRIPTION	ESTIMATED WEEKLY HOURS - REGULAR / OVERTIME	HOURLY RATE - REGULAR	HOURLY RATE - OVERTIME	52 WEEK TOTAL
WATER AND WASTEWATER SERVICES						
1	Managers and Supervisors	Site Supervisor	40	\$20.84	\$29.18	\$43,347.20
2	Security Officers	Class II Security Officer	163	\$17.38	\$24.33	\$159,964.48
3	Security Officers	Class III Security Officer	193	\$17.86	\$25.00	\$205,242.96
FACILITIES MANAGEMENT DIVISION						
4	Managers and Supervisors	Project Manager	55	\$38.96		\$111,425.60
5	Managers and Supervisors	Site Supervisor	231	\$20.84	\$29.18	\$250,330.08
6	Security Officers	Class II Security Officer	1,667	\$17.38	\$24.33	\$1,519,219.52
7	Security Officers	Class III Security Officer	1,275	\$17.86	\$25.00	\$1,210,118.00
8	Equipment	Two (2) golf carts for roving patrols				\$7,200.00
EMERGENCY MANAGEMENT DIVISION						
9	Security Officers	Class II Security Officer	48	\$17.38	\$24.33	\$56,032.08
SOLID WASTE AND RECYCLING SERVICES						
10	Security Officers	Class II Security Officer	98	\$17.38	\$24.33	\$101,220.08
HIGHWAY AND BRIDGE MAINTENANCE DIVISION						
11	Security Officers	Class II Security Officer	30	\$17.38	\$24.33	\$39,764.40
12	Security Officers	Class III Security Officer	50	\$17.86	\$25.00	\$72,436.00
TRANSIT DIVISION						
13	Security Officers	Class II Security Officer	630	\$17.38	\$24.33	\$582,020.40
14	Security Officers	Class III Security Officer	567	\$17.86	\$25.00	\$552,584.24
TRAFFIC ENGINEERING DIVISION						
15	Security Officers	Class III Security Officer	233	\$17.86	\$25.00	\$242,391.76

EXHIBIT D

LETTERS OF INTENT

[Applicable when agreement has assigned CBE goals]

G4S represents that the CBE participants referenced in the attached Letters of Intent have agreed by written subcontract to perform the percentage of work amounts set forth and that the following information regarding participating Subcontractors is true and correct to the best of his/her knowledge.

LETTER OF AGREEMENT BETWEEN RUMERIC PERIODICS AND COUNTY SUSANITA LIBRARY, INC.
 SUBJECT: CONTRACTS, SUPPLIES

The undersigned, RUMERIC PERIODICS, INC., 10000 W. 10th Avenue, Suite 100, Denver, Colorado 80202, and COUNTY SUSANITA LIBRARY, INC., 10000 W. 10th Avenue, Suite 100, Denver, Colorado 80202, have entered into an agreement for the purchase and sale of books, periodicals, and other materials, and for the rental of equipment, as follows:

1. RUMERIC PERIODICS, INC. shall supply to COUNTY SUSANITA LIBRARY, INC. the following items:

- (a) Books
- (b) Periodicals
- (c) Other materials

2. COUNTY SUSANITA LIBRARY, INC. shall pay to RUMERIC PERIODICS, INC. the following amounts:

- (a) For books: \$
- (b) For periodicals: \$
- (c) For other materials: \$

3. The purchase price for the items listed in paragraph 1 shall be as follows:

- (a) Books: \$
- (b) Periodicals: \$
- (c) Other materials: \$

Item	Quantity	Unit Price	Total Price
Books			
Periodicals			
Other materials			
Total			\$2,599,562.40

4. The purchase price for the items listed in paragraph 1 shall be as follows:

- (a) Books: \$
- (b) Periodicals: \$
- (c) Other materials: \$

5. This agreement shall be in full force and effect from the date of execution by both parties.

Michael P. Brown
 County Susanita Library, Inc.

[Signature]
 RUMERIC PERIODICS, INC.

EXHIBIT F
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

RLI/Bid/Contract No. _____

Project Title _____

The undersigned G4S hereby swears under penalty of perjury that:

1. G4S has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Section 4.2.3 of the Agreement, except as provided in paragraph 2 below.

2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or supplier's name and address	Date of disputed invoice	Amount in dispute

3. The undersigned is authorized to execute this Certification on behalf of G4S.

Dated _____, 20__

G4S

By _____

(Signature)

By _____

(Name and Title)

STATE OF)
) SS
 COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, ____ by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this ____ day of _____, 20__.

(NOTARY SEAL)

 (Signature of person taking acknowledgment)

 (Name of officer taking acknowledgment; printed/typed/stamped)

My commission expires:

EXHIBIT G
INSURANCE CERTIFICATE

Insurance Requirements

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	Limits on Liability		
		Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 mil	\$ 1 mil
	Personal Injury		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 mil	
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined		
<input checked="" type="checkbox"/> WORKER'S COMPENSATION If exempt: Provide State Exemption Certificate, or letter on company letterhead stating the reason for exemption.	(each accident)	STATUTORY	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY		\$ 500 k / accident	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY	Claims-made form w/ Extended Reporting Period of _____ yrs Deductible not to exceed: \$ _____	\$ 1 mil	\$ 2 mil
<input type="checkbox"/> PROPERTY COVERAGE /BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value

Description of Operations/Locations/Vehicles: "Broward County" must be certificate holder and endorsed as an additional insured for general liability, excess liability. REFERENCE: Security Guard Service-FMD

NOTE: Workers' Compensation: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.

CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder.

Certificate Holder:
 Broward County
 115 South Andrews Avenue
 Fort Lauderdale, FL 33301
 Attention: Kevin Bellamy, FMD

Risk Management Division

VALID FOR ONE YEAR FROM THE DATE OF SIGNATURE





OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
Governmental Center Annex
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301
954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

MEMORANDUM

DATE: July 29, 2015

TO: Robert Rosenstein, Purchasing Agent II
Purchasing Division

THRU: Sandy-Michael McDonald, Director 
Office of Economic and Small Business Development

FROM: Christopher L. Atkinson, Assistant Director 
Office of Economic and Small Business Development

RE: **RFP No. R1326208P1- General Security Services at Various County Facilities**
County Business Enterprise (CBE) Participation and Workforce Investment Program (WIP) Reviews

This memorandum supersedes the July 21, 2015 memorandum.

The Office of Economic and Small Business Development (OESBD) has conducted a review of the respondents' proposed CBE and WIP participation. This RFP consisted of Groups 1 and 2. Nine (9) submittals were received and reviewed for Group 1 and five (5) submittals were received and reviewed for Group 2. An overview is provided as follows:

Group 1 CBE Requirement: 10% CBE Goal
Group 2 CBE Requirement: CBE Reserve

Met the CBE Requirements (Group 1):

<u>Firms</u>	<u>Category</u>	<u>Percentage</u>
AlliedBarton Security Services, Inc. (prime) Westmoreland Protection Agency, Inc.	CBE	10%
Feick Security Corporation (prime) Westmoreland Protection Agency, Inc.	CBE	15%

Met the CBE Requirements (Group 1) (cont.):

<u>Firms</u>	<u>Category</u>	<u>Percentage</u>
G4S Secure Solutions (USA), Inc. (prime) Westmoreland Protection Agency, Inc.	CBE	10%
Kent Security Services, Inc. (prime) King Intelligence and Security Services, Inc.	CBE	10%
McRoberts Protective Agency, Inc. (prime) Westmoreland Protection Agency, Inc.	CBE	10%
Security Alliance, LLC (prime) King Intelligence and Security Service, Inc.	CBE	10%
Top Guard Security of Florida, d/b/a Everglades Security Solutions (prime) L & R Security Services, Inc.	CBE	10%
Universal Protection Service, LLC (prime) Westmoreland Protection Agency, Inc.	CBE	10%
50 State Security Guard Service, Inc. (prime) Westmoreland Protection Agency, Inc.	CBE	15%

Met the CBE Reserve Requirements (Group 2):

<u>Firms</u>	<u>Category</u>	<u>Percentage</u>
Veterans Security Corps of America, Inc. (prime)	CBE	100%
Westmoreland Protection Agency, Inc. (prime)	CBE	100%

Did not meet CBE Reserve Requirements (Group 2):

<u>Firms</u>	<u>Category</u>	<u>Percentage</u>
Kent Security Services, Inc. (prime)	Non-CBE	0
Universal Protection Service, LLC (prime)	Non-CBE	0
50 State Security Service, Inc. (prime)	Non-CBE	0

CBE Compliance Comments (Group 1)

AlliedBarton Security Services, Inc., Feick Security Corporation, G4S Secure Solutions (USA), Inc., Kent Security Services, Inc., McRoberts Protective Agency, Inc., Security Alliance LLC, Top Guard Security of Florida, Inc., d/b/a Everglades Security Solutions, Universal Protection Service, LLC and 50 State Security Guard Service, Inc. submitted the required CBE Program documentation and are compliant with the CBE requirements for Group 1 of the solicitation.

CBE Compliance Comments (Group 2):

Veterans Security Corps of America, Inc. and Westmoreland Protection Agency, Inc. submitted the CBE documentation requirements and are deemed compliant with the CBE requirements for Group 2 of the solicitation.

Kent Security Services, Inc., Universal Protection Service, LLC and 50 State Security Service, Inc. by virtue of not being certified, are deemed non-compliant for Group 2 of the solicitation.

Workforce Investment Program (WIP) Comments

50 State Security Guard Service Inc., AlliedBarton Security Services Inc., Feick Security Corporation, G4S Secure Solutions (USA) Inc., Kent Security Services Inc., McRoberts Protective Agency Inc., Security Alliance LLC, Top Guard Security of Florida Inc., d/b/a Everglades Security Solutions, Universal Protection Service LLC, Veterans Security Corps of America Inc. and Westmoreland Protection Agency Inc., submitted the WIP certification form and are in compliance with the Workforce Investment Program requirements for this solicitation.

CBE Compliance History:

None of the respondents' for this RFP have completed projects within the last five (5) years of the RFP opening date.

cc: Robert Bruce, Small Business Development Specialist, OESBD
James Vose Jr., Small Business Development Specialist, OESBD



Finance & Administrative Services Department
Records, Taxes and Treasury Division
Document Control Transmittal Form

AgendaQuick Routing Number 20625
(Agenda Item Internal Tracking Number)

Section I. Submitter Information

Name: Robert Rosenstein Agency: FASD / Purchasing Division

Proposed Meeting Date: 11/10/15 Agenda Item Title: General Security Services at Various County Facilities

Section II. Submitted Original Documents

Please indicate the number of originals you are submitting in each category (Note: one original will be retained in Document Control for permanent record).

3 Agreement(s)

Two (2) original agreements* are required for execution by the County Commission

- One for the Vendor
- One for Document Control

0 Application(s)

0 Lease(s)

0 Change Order(s)

0 Lien(s)

0 Certificate(s)

0 Resolution(s)

0 Deed(s)

0 Work Authorization(s)

0 Easement(s)

0 Other _____

Section III. Special Instructions

N/A Certified Copy of Executed Originals N/A Record Executed Originals

Section IV. Returning Executed Originals

Name: Robert Rosenstein Agency: FASD / Purchasing Division

Interoffice Mail; or

Call 954-357-7997 for pickup; or

Email rosenstein@broward.org for pickup *- 11/12/15 - NAD*

Internal Use Only: