



**AGREEMENT BETWEEN BROWARD COUNTY AND UNIVERSAL PROTECTION SERVICE, LLC  
D/B/A ALLIED UNIVERSAL SECURITY SERVICES, LLC FOR SECURITY SERVICES AT  
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT (RFP # GEN2120413P1)**

This Agreement between Broward County and Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC for Security Services at Fort Lauderdale-Hollywood International Airport ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC, a Delaware limited liability company authorized to transact business in the State of Florida ("Contractor") (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

- A. County owns and operates the Airport (hereinafter defined).
- B. County conducted a competitive solicitation ("RFP") seeking proposals from qualified and experienced vendors to provide the Services.
- C. Contractor submitted a proposal to the RFP and received the highest ranking for Group 1 during the RFP process.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS**

- 1.1. **Airport** means Fort Lauderdale-Hollywood International Airport, located in Broward County, Florida, including such additional property that may be acquired by County.
- 1.2. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.3. **Aviation Department** means the Broward County Aviation Department, or any successor agency.
- 1.4. **Aviation Department Security** means the Broward County Aviation Department Security Division, or any successor division.
- 1.5. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.6. **Code** means the Broward County Code of Ordinances.
- 1.7. **Contract Administrator** means the Director of Aviation, or such other person designated by the Director of Aviation in writing.

1.8. **Contract Year** means the twelve (12) month period beginning on the Commencement Date and ending twelve (12) months thereafter (“Contract Year 1”), and each twelve (12) month period thereafter until the date this Agreement expires or terminates.

1.9. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.

1.10. **CSS Personnel** means the contract security services personnel described in **Exhibit A**, Section 2(A), including Level I CSS Personnel, Level II CSS Personnel, Level III CSS Personnel, Supervisor I CSS Personnel, Supervisor II CSS Personnel, Operations Managers, and the Project Manager.

1.11. **Director of Aviation** means the Director or Acting Director of the Aviation Department and such person or persons as may from time to time be authorized by the Board, or in writing by the County Administrator or the Director of Aviation, to act for the Director of Aviation with respect to any or all matters pertaining to this Agreement.

1.12. **Federal Aviation Administration** or **FAA** means the agency of the United States Government established under 49 U.S.C. § 106, or its successor.

1.13. **Notice to Proceed** means a written authorization to proceed with a project, phase, or task, issued by the Contract Administrator.

1.14. **Post Order** means the instructions and procedures for staffing individual posts, including any necessary emergency procedures, setting forth the work to be performed by CSS Personnel.

1.15. **Purchasing Director** means County’s Director of Purchasing.

1.16. **Services** means all work required of Contractor under this Agreement, including without limitation all deliverables, consulting, training, project management, other services specified in the Scope of Services attached as **Exhibit A**, and any Optional Services procured under this Agreement.

1.17. **Staffing Report** means a report created by Contractor that lists the proposed CSS Personnel that will provide Services for an upcoming week.

1.18. **Subcontractor** means an entity or individual providing Services to County through Contractor. The term “Subcontractor” includes all subcontractors.

1.19. **Surge** means a temporary, urgent need for additional CSS Personnel to meet emergencies such as those posed by unexpected heightened Department of Homeland Security (“DHS”) alert status, major airport incidents, or significant rapid drawdown of other airport security forces.

## ARTICLE 2. EXHIBITS

<b>Exhibit A</b>	<b>Scope of Services</b>
<b>Exhibit B</b>	<b>Payment Schedule</b>
<b>Exhibit C</b>	<b>Minimum Insurance Coverages</b>
<b>Exhibit D</b>	<b>Work Authorization Form</b>
<b>Exhibit E</b>	<b>Prevailing Wage Statement of Compliance</b>
<b>Exhibit F</b>	<b>CBE Subcontractor Schedule and Letters of Intent</b>
<b>Exhibit G</b>	<b>Certification of Payments to Subcontractors and Suppliers</b>
<b>Exhibit H</b>	<b>Nondiscrimination Requirements</b>
<b>Exhibit I</b>	<b>Security Requirements</b>
<b>Exhibit J</b>	<b>Support Space</b>
<b>Exhibit K</b>	<b>Ensuring Uninterrupted Service</b>

## ARTICLE 3. SCOPE OF SERVICES

3.1. Scope of Services. Contractor shall perform all Services, including, without limitation, the work specified in **Exhibit A** (the “Scope of Services”). The Scope of Services is a description of Contractor’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

3.2. Optional Services. If any goods or services under this Agreement, or the quantity thereof, are identified as optional (“Optional Services”), County may select the type, amount, and timing of Optional Services pursuant to a work authorization (“Work Authorization”) in substantially the form attached as **Exhibit D** executed by Contractor and County pursuant to this section. Any Optional Services procured, when combined with the required goods or services under this Agreement, shall not result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in this Agreement, Work Authorizations shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total aggregate cost to County is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total aggregate cost to County is within the Purchasing Director’s delegated authority; and (c) any Work Authorization above the Purchasing Director’s delegated authority requires express approval by the Board. Contractor shall not commence work on any Work Authorization until receipt of a purchase order and issuance of a Notice to Proceed by the Contract Administrator.

## ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement shall become effective on the date it is fully executed by the Parties (“Effective Date”). The term of this Agreement shall commence on January 1, 2023 (“Commencement Date”), and shall end three (3) years thereafter (“Initial Term”), unless otherwise terminated or extended as provided in this Agreement. The Initial Term, Extension

Term(s), and any Additional Extension as defined in this article are collectively referred to as the “Term.”

4.2. Extensions. County may extend this Agreement for up to two (2) additional one (1) year terms (each an “Extension Term”) by sending notice to Contractor at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise any Extension Term(s), and notice of same to Contractor only by electronic mail shall be effective and sufficient.

4.3. Additional Extension. If unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an Extension Term not practicable, or if no Extension Term remains available and expiration of this Agreement would, as determined by the Purchasing Director, result in a gap in Services deemed necessary by County, then the Purchasing Director may extend this Agreement for period(s) not to exceed three (3) months in the aggregate (“Additional Extension”). The Purchasing Director may exercise the Additional Extension by written notice to Contractor at least thirty (30) days prior to the end of the then-current term stating the duration of the Additional Extension. The Additional Extension must be within the authority of the Purchasing Director or otherwise authorized by the Board.

4.4. Extension Rates and Terms. Unless expressly stated otherwise in **Exhibit B**, Contractor shall be compensated at the rates in effect when an Extension Term or Additional Extension was invoked by County and shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extended period.

4.5. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

4.6. Time of the Essence. Time is of the essence for Contractor’s performance of the duties, obligations, and responsibilities required by this Agreement.

## ARTICLE 5. COMPENSATION

5.1. Maximum Amounts. For all services provided under this Agreement, County will pay Contractor up to a maximum amount as follows:

Categories	Not-To-Exceed Amount
Services	\$31,819,906.66
Optional Services	\$87,000.00
<b>TOTAL NOT TO EXCEED</b>	<b>\$31,906,906.66</b>

Payment shall be made only for Services actually performed and completed pursuant to this Agreement as set forth in **Exhibit B** (Payment Schedule), which amount shall be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon

County's obligation to compensate Contractor for Services. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all Services.

5.2. Method of Billing and Payment.

5.2.1. Unless otherwise stated in **Exhibit B**, Contractor must submit invoices no more often than once monthly, but only after the Services invoiced have been completed. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Invoices shall describe the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator. Contractor shall submit a Certification of Payments to Subcontractors and Suppliers (**Exhibit G**) with each invoice that includes Services performed by a Subcontractor. The certification shall be accompanied by a copy of the notification sent to each unpaid Subcontractor listed on the form, explaining the good cause why payment has not been made to that Subcontractor.

5.2.2. Invoices shall be in the amounts set forth in **Exhibit B** for the applicable Services.

5.2.3. County shall pay Contractor within thirty (30) days after receipt of Contractor's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must: (a) comply with all applicable requirements set forth in this Agreement or the Code; and (b) be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

5.2.4. Contractor must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. Contractor 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 after 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 Contractor demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Contractor shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

5.3. Reimbursable Expenses. Contractor shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement.

5.4. Subcontractors. Contractor shall invoice Subcontractor fees only in the actual amount paid by Contractor, without markup or other adjustment.

5.5. Withholding by County; Overcharges. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Contractor's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County. If an audit reveals overcharges of any nature by Contractor in excess of five percent (5%) of the total amount billed in the invoice where the overcharge occurred, Contractor must refund the overbilled amount and pay liquidated damages in the amount of fifteen percent (15%) of the overbilled amount within forty-five (45) days after demand by County as just compensation for damages incurred by County due to the overbilling, including, but not limited to, County's administrative costs, loss of potential investment returns, and interest.

## **ARTICLE 6. REPRESENTATIONS AND WARRANTIES**

6.1. Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

6.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

6.3. Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.4. Truth-In-Negotiation Representation. Contractor's compensation under this Agreement is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Contractor's compensation in this Agreement.

6.5. Public Entity Crime Act. Contractor 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. Contractor 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 Contractor has been placed on the convicted vendor list.

6.6. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Contractor represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.7. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.8. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

6.9. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services 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. Contractor represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such services.

6.10. Prohibited Telecommunications Equipment. Contractor represents and certifies that Contractor and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any

system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

6.11. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Contractor represents and certifies that Contractor will comply with Section 26-125(d) of the Code for the duration of the Term.

6.12. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the "Broward County Domestic Partnership Act," Section 16½-157 of the Code ("Act"), Contractor certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

6.13. Breach of Representations. Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

## ARTICLE 7. INDEMNIFICATION

Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Contractor, or any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

## ARTICLE 8. INSURANCE

8.1. Throughout the Term, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in **Exhibit C** in accordance with the terms and conditions of this



article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in **Exhibit C** on all policies required under this article.

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, as may be requested by County, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

8.4. Contractor shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

8.6. If Contractor maintains broader coverage or higher limits than the insurance requirements stated in **Exhibit C**, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Contractor.

8.7. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in **Exhibit C** and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against County, and agrees to obtain same in an endorsement of Contractor's insurance policies.

8.9. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies. Contractor shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

8.10. If Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.

8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in **Exhibit C**; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in **Exhibit C**.

## **ARTICLE 9. TERMINATION**

9.1. Termination for Cause. 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 be terminated for cause by County for reasons including, but not limited to, any of the following:

9.1.1. Contractor's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

9.1.2. By the County Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for fraud, misrepresentation, or material misstatement by Contractor in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81 of the Code; or

9.1.3. By the Director of OESBD upon the disqualification of Contractor as a CBE if Contractor's status as a CBE was a factor in the award of this Agreement and such status

was misrepresented by Contractor, or upon the disqualification of one or more of Contractor's CBE participants by County's Director of 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 Contractor during the procurement or the performance of this Agreement.

9.1.4. Contractor fails to maintain or renew the Security (hereinafter defined) required pursuant to Article 11.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective thirty (30) days after such notice was provided and Contractor shall be eligible for the compensation provided in Section 9.2 as its sole remedy.

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Contractor. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to Contractor of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, Contractor shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall have no further obligation to pay Contractor for Services under this Agreement.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

#### **ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE**

10.1. No Party 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. Contractor shall include the

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

10.2. By January 1 of each year, Contractor must submit, and cause each Subcontractor to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

10.3. Contractor shall comply with all applicable requirements in Section 1-81 of the Code in the award and administration of this Agreement. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement or Applicable Law, all such remedies being cumulative.

10.4. Contractor must meet or exceed the required CBE goal by utilizing the CBE firms listed in **Exhibit F** (or a CBE firm substituted for a listed firm, if permitted) for twenty-five percent (25%) of total Services (the "Commitment") for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County, Contractor shall enter into formal contracts with the CBE firms listed in **Exhibit F** and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

10.5. Each CBE firm utilized by Contractor to meet the CBE goal must be certified by OESBD. Contractor shall inform County immediately when a CBE firm is not able to perform or if Contractor believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Contractor to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Contractor shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event, Contractor shall notify County, and OESBD may adjust the CBE goal by written notice to Contractor. Contractor shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.6. The Parties stipulate that if Contractor fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81 of the Code) to meet the Commitment, Contractor shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7 of the Code. As elected by County, such liquidated damages

amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Contractor's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81 of the Code. Contractor acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.

10.7. Contractor acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81 of the Code, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Contractor and shall include a deadline for Contractor to notify County in writing if Contractor concludes that the modification exceeds the authority under this section. Failure of Contractor to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Contractor.

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

10.9. Contractor shall provide written monthly reports to the Contract Administrator attesting to Contractor's compliance with the Commitment. In addition, Contractor shall allow County to engage in onsite reviews to monitor Contractor's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by the County Administrator.

10.10. The Contract Administrator may increase allowable retainage or withhold progress payments if Contractor fails to demonstrate timely payments of sums due to all Subcontractors and suppliers. The presence of a "pay when paid" provision in a Contractor's contract with a CBE firm shall not preclude County or its representatives from inquiring into claims of nonpayment.

#### **ARTICLE 11. PAYMENT AND PERFORMANCE**

11.1. Within forty-eight (48) hours after approval of this Agreement by the Board, Contractor shall furnish County with a Payment and Performance Bond in a form acceptable to County, or an alternative form of security, which may be in the form of cash, money order, certified check, cashier's check, or an original irrevocable letter of credit (collectively "Security"), in an amount equal to one hundred percent (100%) of the maximum not-to-exceed amount of Contract Year 1

stated in **Exhibit B** (excluding the annual maximum not-to-exceed amount for Optional Services) as security for the Services required of Contractor during Contract Year 1. Within fifteen (15) days prior to the commencement of each ensuing Contract Year, Contractor shall furnish County with a new Security, in an amount equal to one hundred percent (100%) of the applicable annual maximum not-to-exceed Contract Year amount stated in **Exhibit B** (excluding the annual maximum not-to-exceed amount for Optional Services) as security for the Services required of Contractor during that Contract Year. The Security for each Contract Year must remain in effect throughout the applicable Contract Year.

11.2. The Security required by this article must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five (5) years.

## **ARTICLE 12. MISCELLANEOUS**

12.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

12.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Contractor in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Contractor hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Contractor to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Contractor may be withheld until all Documents and Work are received as provided in this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

12.3. Public Records. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

12.3.1. Keep and maintain public records required by County to perform the Services;

12.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

12.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

12.3.4. Upon expiration of the Term or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Contractor receives a request for public records regarding this Agreement or the Services, Contractor must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Contractor must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Contractor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Contractor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Contractor as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with the requirements of this section shall constitute Contractor’s waiver of County’s obligation to treat the records as Restricted Material. Contractor must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 359-6100, LSTUBBS@BROWARD.ORG AND ALSO COPY CONTACTFLL@BROWARD.ORG, 320 TERMINAL DRIVE, SUITE 200, FORT LAUDERDALE, FLORIDA 33315.**

12.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor and all Subcontractors that are related to this Agreement. Contractor and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts 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, Contractor and all Subcontractors shall make same available in written form at no cost to County. Contractor shall provide County with reasonable access to Contractor's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Contractor and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Contractor shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

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 reveals overpricing or overcharges to County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by County, in addition to making adjustments for the overcharges, Contractor shall pay the reasonable cost of County's audit. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Contractor.

Contractor shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

12.5. Independent Contractor. Contractor is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship



between the Parties. In providing Services, neither Contractor nor its agents shall act as officers, employees, or agents of County. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

12.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

12.8. Third-Party Beneficiaries. Neither Contractor 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.

12.9. Notice and Payment Address. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Contractor. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Administrator  
Attn: Government Center  
115 South Andrews Avenue, Room 409  
Fort Lauderdale, Florida 33301  
Email address: mcepero@broward.org

with a copy to:

Director of Aviation  
320 Terminal Drive, Suite 200  
Fort Lauderdale, Florida 33315  
Email address: mgale@broward.org

FOR CONTRACTOR:

Universal Protection Service, LLC  
d/b/a Allied Universal Security Services, LLC  
Attn: David Macedo  
6301 NW 5th Way, Suite 5500  
Fort Lauderdale, Florida 33309  
Email address: david.macedo@aus.com

12.10. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

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

12.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. 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 shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

12.13. Compliance with Laws. Contractor and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

12.14. Severability. If 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.

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

12.16. Interpretation. The titles and 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 any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” 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 subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

12.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

12.18. 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 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 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.19. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Contractor.

12.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the Services for the time period beginning on the Commencement Date,

and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

12.21. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Contractor is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Contractor shall fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, shall execute a Business Associate Agreement in the form set forth at [www.broward.org/Purchasing/Pages/StandardTerms.aspx](http://www.broward.org/Purchasing/Pages/StandardTerms.aspx). The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with Subcontractors.

#### 12.22. Payable Interest

12.22.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and Contractor waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

12.22.2. Rate of Interest. If the preceding subsection is inapplicable or 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, one quarter of one percent (0.25%) simple interest (uncompounded).

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

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

12.25. Use of County Name or Logo. Contractor shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

12.26. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the Term.

12.27. Living Wage Requirement. Contractor is a “covered employer” within the meaning of the “Broward County Living Wage Ordinance,” Sections 26-100 through 26-105 of the Code (“Living Wage Ordinance”), as amended, and CSS Personnel performing Services under this Agreement are “security services officers” as defined by the Living Wage Ordinance, unless otherwise expressly stated in writing by the Contract Administrator. For the duration of the Term, Contractor shall fully comply with the requirements of the Living Wage Ordinance, including the amendments enacted by the Board on October 25, 2022, and shall pay to all of its employees providing “covered services,” as defined in the Living Wage Ordinance, a living wage as defined therein, and provide the required paid time off in accordance with the Living Wage Ordinance. Contractor shall ensure all Subcontractors that qualify as “covered employers” fully comply with the requirements of the Living Wage Ordinance. Any and all amendments to the Living Wage Ordinance shall be fully incorporated herein as of the effective date of the applicable amendment without the need for amendment to this Agreement.

12.28. Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, Contractor as a result of this Agreement, then Section 26-5 of the Code shall be deemed to apply to such construction work. Contractor shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete the requirements set forth in **Exhibit E**.

12.29. Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

12.30. Workforce Investment Program. This Agreement constitutes a “Covered Contract” under the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code (“Workforce Investment Program”). Contractor 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 the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Contractor or a Subcontractor) 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, Contractor shall maintain and make available to County upon request all records documenting Contractor’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 expiration

or termination 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.

12.31. Employee Retention. Notwithstanding the provisions of Section 26.41(a) of the Broward County Administrative Code, County and Contractor hereby stipulate and agree that Contractor and its Subcontractors are subject to and must fully comply with the employee retention procedures and requirements set forth in Section 26.41(c) of the Broward County Administrative Code, as amended, which are incorporated by reference as if fully restated herein.

12.32. Ensuring Uninterrupted Service. The continuous availability and provision of the Services required by this Agreement is important to the operations of the Airport. County therefore has a proprietary interest in ensuring that the Services are not disrupted. Accordingly, Contractor shall take adequate measures to ensure that it and its Subcontractors will be able to provide uninterrupted Services at the Airport throughout the Term of this Agreement, the details of which are set forth in **Exhibit K**. Such measures shall include, but are not limited to, Contractor's commitment, to the extent permitted by law, to enter into a labor peace agreement with applicable labor organization(s), which agreement prohibits the labor organization(s) and its members from picketing, work stoppages, boycotts, or other economic interference with the business of Contractor at the Airport.

12.33. Civil Rights - General. Contractor shall comply with pertinent statutes, executive orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from federal assistance.

12.34. Civil Rights - Title VII Assurances. Contractor shall abide by and comply with the nondiscrimination requirements attached hereto and incorporated herein as **Exhibit H**, to the extent same are applicable by law, rule, or regulation, or federal grant requirements.

12.35. Federal Fair Labor Standards Act (Federal Minimum Wage). This Agreement incorporates by reference the provisions of 29 C.F.R. Part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor must monitor compliance with the referenced statute and regulations promulgated thereunder. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

12.36. Occupational Safety and Health Act of 1970. This Agreement incorporates by reference the requirements of 29 C.F.R. Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its Subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 C.F.R. Part 1910) ("OSHA"). Contractor must

address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor-Occupational Safety and Health Administration.

12.37. Security Regulations. Contractor certifies and represents that it will comply with the Airport Security Requirements attached hereto and incorporated herein as **Exhibit I**.

12.38. Airport Issued Identification Media, Public Area Business Purpose Media, and Emergency Response Training. All employees, agents, representatives, contractors, and Subcontractors of Contractor shall obtain Airport Issued Identification Media or Public Area Business Purpose Media, and complete emergency response training, as required by Section 2-43, of the Code. Contractor shall comply with the requirements of Section 2-43, of the Code, including the requirement that Contractor compensate its employees, agents, representatives, contractors, and Subcontractors for time spent completing the emergency response training.

12.39. Retention of Records. If this Project is subject to a Federal Department of Transportation grant, in addition to complying with Section 12.4 of this Agreement, Contractor shall preserve all Agreement records for a period of five (5) years after the latter of final payment or the completion of all Services to be performed pursuant to this Agreement.

(The remainder of this page is intentionally left blank.)

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 \_\_\_\_ day of \_\_\_\_\_, 2022, and Contractor, signing by and through its \_\_\_\_\_ duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Aviation Office  
320 Terminal Drive, Suite 200  
Fort Lauderdale, Florida 33315  
Telephone: (954) 359-6100

By \_\_\_\_\_  
Yesenia Alfonso (Date)  
Assistant County Attorney

By \_\_\_\_\_  
Sharon V. Thorsen (Date)  
Senior Assistant County Attorney

YA/ch  
Allied Universal Group 1  
11/03/2022  
80071.0119



**AGREEMENT BETWEEN BROWARD COUNTY AND UNIVERSAL PROTECTION SERVICE, LLC  
D/B/A ALLIED UNIVERSAL SECURITY SERVICES, LLC FOR SECURITY SERVICES AT  
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT (RFP # GEN2120413P1)**

**CONTRACTOR**

**UNIVERSAL PROTECTION SERVICE, LLC  
D/B/A ALLIED UNIVERSAL SECURITY SERVICES, LLC**

By: \_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Witness above

## EXHIBIT A - SCOPE OF SERVICES

Beginning on the Commencement Date, unless an earlier date is specified in this Agreement, Contractor shall provide the following Services:

1. **Services.**

A. **Terminal Inspections at the Airport:**

i. **Merchandise Inspections at the Airport:** Merchandise inspections consist of screening concession merchandise entering the sterile concourses at the Airport, and similar security tasks approved in advance and in writing by the Contract Administrator. Assigned unarmed CSS Personnel must respond to inspection stations at sterile concourse elevators (or alternate access control stairwells) at pre-arranged block inspection periods with the Airport concessionaire(s) and/or vendor delivery staff.

ii. **Employee Inspections at the Airport:** Employee inspections at the Airport consist of conducting prohibited items inspections of credentialed (badged) employees and escorted visitor(s) and similar security tasks approved in advance and in writing by the Contract Administrator. Assigned CSS Personnel will use x-ray machines, handheld metal detectors, walk-through magnetometers, and/or pat-downs, as necessary, to prevent the entry of prohibited items into the secured areas at the Airport.

iii. **Secure Exit Lanes at the Airport:** Secure exit lanes consist of assigning CSS Personnel to access control points to secure the exit lanes and similar security tasks approved in advance and in writing by the Contract Administrator. Assigned CSS Personnel must prevent the entry of unauthorized persons and prohibited items through the exit lanes.

2. **Staffing/Operations.**

A. **CSS Personnel.** CSS Personnel shall consist of the following:

i. **Level I CSS Personnel.** Contractor shall provide as many Level I CSS Personnel as may be required by the Contract Administrator. The hourly rates for Level I CSS Personnel for Services actually performed pursuant to an approved Staffing Report approved by the Contract Administrator shall be billed to County as stated in Article 5 at the rates set forth in **Exhibit B**.

(a) **Qualifications:** Level I CSS Personnel must meet at least two (2) of the following criteria:

- a. At least four (4) years of law enforcement experience or military experience from any branch of the Armed Forces with an honorable discharge documented on a DD214 form.
  - b. Associate's degree (or higher) from an accredited institution.
  - c. At least two (2) years of security experience
- (b) Scope: Level I CSS Personnel will perform the basic security tasks identified in Section 1(A), above, at the posts approved in writing by the Contract Administrator.
- ii. **Level II CSS Personnel.** Contractor shall provide as many Level II CSS Personnel as may be required by the Contract Administrator. The hourly rates for Level II CSS Personnel for Services actually performed pursuant to an approved Staffing Report approved by the Contract Administrator shall be billed to County as stated in Article 5 at the rates set forth in **Exhibit B**.
  - (a) Qualifications: Level II CSS Personnel must qualify as a Level I CSS Personnel and must additionally have at least one (1) year of experience working in airport security.
  - (b) Scope: Level II CSS Personnel will perform the basic security tasks identified in Section 1(A), above, at the posts approved in writing by the Contract Administrator.
- iii. **Level III CSS Personnel.** Contractor shall provide as many Level III CSS Personnel as may be required by the Contract Administrator. The hourly rates for Level III CSS Personnel for Services actually performed pursuant to an approved Staffing Report approved by the Contract Administrator shall be billed to County as stated in Article 5 at the rates set forth in **Exhibit B**.
  - (a) Qualifications: Level III CSS Personnel must qualify as a Level II CSS Personnel and must additionally meet at least two (2) of the following criteria:
    - a. At least three (3) years of security experience at an airport or government facility.
    - b. Bachelor's degree (or higher) from an accredited institution.
    - c. At least four (4) years of law enforcement experience or military experience from any branch of the Armed Forces with an honorable discharge documented on a DD214 form.

- d. At least one (1) year of experience as a security supervisor.
- (b) Scope: Level III CSS Personnel will perform the basic security tasks identified in Section 1(A), above, at the posts approved in writing by the Contract Administrator.
- iv. **Supervisor I CSS Personnel.** Contractor shall provide as many Supervisor I CSS Personnel as may be required by the Contract Administrator. The hourly rates for Supervisor I CSS Personnel for Services actually performed pursuant to an approved Staffing Report approved by the Contract Administrator shall be billed to County as stated in Article 5 at the rates set forth in **Exhibit B**.
  - (a) Qualifications: Supervisor I CSS Personnel must meet at least one (1) of the following criteria:
    - a. At least three (3) years of supervisory experience in civilian law enforcement, the military, or at a security firm.
    - b. At least six (6) months of experience as a Level III CSS Personnel and at least a bachelor's degree (or higher) from an accredited institution.
  - (b) Scope: Supervisor I CSS Personnel will provide on-site supervision and training to Level I, Level II, and Level III CSS Personnel to ensure that such CSS Personnel understand and properly perform their assigned duties and adhere to all operating procedures, Post Orders, and safety and security directives. Supervisor I CSS Personnel will also ensure proper staffing; inspect Level I, Level II, and Level III CSS Personnel for proper attire and credentials; ensure incident reports are completed and submitted; respond to events involving Level I, Level II, and Level III CSS Personnel; assist Aviation Department Security; conduct post inspections; conduct mobile and foot patrols; arrange relief as needed; and perform similar security functions, as determined in advance and in writing by the Contract Administrator, at the posts approved in writing by the Contract Administrator.
- v. **Supervisor II CSS Personnel.** Contractor shall provide as many Supervisor II CSS Personnel as may be required by the Contract Administrator. The hourly rates for Supervisor II CSS Personnel for Services actually performed pursuant to an approved Staffing Report approved by the Contract Administrator shall be billed to County as stated in Article 5 at the rates set forth in **Exhibit B**.
  - (a) Qualifications: Supervisor II CSS Personnel must qualify as a Supervisor I CSS Personnel and additionally have at least two (2) years of experience working in airport security.

(b) Scope: Supervisor II CSS Personnel will perform the same tasks performed by Supervisor I CSS Personnel, identified above, at the posts approved in writing by the Contract Administrator.

vi. **Operations Managers.** Contractor shall provide as many Operations Managers as are necessary to ensure that at least one Operations Manager is on site at the Airport at all times (24/7) and available by radio and cellphone. The Operations Managers shall be provided as part of Contractor's management overhead, and their hourly rates may not be billed to County.

(a) Qualifications: Operations Managers must have a bachelor's degree (or higher) from an accredited institution and at least two (2) years of experience in airport security operations at a major airport, as determined and approved in writing by the Contract Administrator at the Contract Administrator's sole discretion.

(b) Scope: Operations Managers will be responsible for directing the daily operations of the Services provided by Contractor and for overseeing Level I, Level II, Level III, Supervisor I, and Supervisor II CSS Personnel. Operations Managers must have full authority to act on behalf of Contractor in performing Services and immediately respond to situations when requested by Aviation Department Security.

vii. **Project Managers.** Contractor shall provide one Project Manager. The Project Manager must be accessible via cellphone at all times (24/7) and on site at the Airport at least forty (40) hours per week. The Project Manager must be able to physically report to the Airport within forty-five (45) minutes. The Project Manager shall be provided as part of Contractor's management overhead, and the Project Manager's hourly rates may not be billed to County.

(a) Qualifications: Project Managers must qualify as an Operations Manager and additionally maintain, at all times while acting as a Project Manager, a valid "MB" / "M" (Manager of a Security Agency) license from the State of Florida. Must possess, or obtain, within twelve (12) months from the date assigned as a Project Manager under this Agreement, an American Association of Airport Executives (AAAE) Airport Certified Employee (ACE) designation for security at no cost to County.

(b) Scope: The Project Manager will be responsible for the overall management and coordination of the Services, must have full authority to act on behalf of Contractor in performing Services, and will act as Contractor's central point of contact with the Contract Administrator and Aviation Department Security.

(c) The Project Manager will be responsible for staffing the security management operation facilitating performance of the Agreement and coordinating with Contract Administrator.

viii. **Additional Qualifications for all CSS Personnel.** All CSS Personnel providing Services must meet the following additional qualifications unless otherwise agreed in writing by the Contract Administrator:

- (a) Must be at least twenty-one (21) years of age.
- (b) Must have and maintain a valid Class "D" Security Officer license from the State of Florida, pursuant to Section 493, Florida Statutes.
- (c) If providing Services at the Airport, must have and maintain an Airport Issued Identification Media as required by Section 2-43 of the Code, and a Customs and Border Protection Seal, and pass all background checks and tests necessary to obtain same.
- (d) Must complete all emergency training required by Section 2-43 of the Code, and any other training required by this Agreement.
- (e) Must have and maintain a valid State of Florida Driver's license.
- (f) Must be able to communicate proficiently (both orally and in writing) in English. CSS Personnel must be fully literate in English (*i.e.*, able to read, write, speak, understand, and be understood).
- (g) Must be able to identify and manipulate power switches on inspection equipment, distinguish all colors displayed on such equipment, and explain what each color signifies.
- (h) Must be able to hear and respond to audible alarms.
- (i) Must be physically capable of performing the inspections required by this Agreement, including, but not limited to, opening and closing latches, zippers, and screw caps; removing or feeling beneath the contents of containers; and reaching all sides and compartments of bags.
- (j) Must be physically capable of handling and manipulating baggage, containers, and other objects that are subject to screening.
- (k) Must be physically capable of performing pat-down or hand-held metal detector inspections of individuals and reaching all parts of the individual's body with one hand.

ix. The Contract Administrator may request that CSS Personnel who fail to comply with the above requirements be prohibited from providing Services. Contractor shall comply with any such request by prohibiting such CSS Personnel from providing Services.

B. Key Personnel. Contractor shall ensure that the persons responsible for Contractor's performance of the Services under this Agreement, as such persons are identified below (collectively, the "Key Personnel"), are appropriately trained and experienced, and have adequate time and resources to perform in accordance with the terms of this Agreement.

i. The Key Personnel shall be as follows:

Project Manager

Fernando Frias

Operations Manager

Canifens Charleston

ii. To the extent Contractor seeks or is required to make any change to the composition of the Key Personnel, Contractor shall provide the Contract Administrator with thirty (30) days' advance written notice (or as much notice as possible if thirty (30) days' notice is not possible) regarding such changes, the management plan associated with such changes, and resumes of individuals that are proposed to replace the Key Personnel. Contractor must receive the Contract Administrator's written consent before any change in the Key Personnel.

iii. If the Contract Administrator determines that any of the Key Personnel have failed to perform the Key Personnel's duties, then in addition to all other rights under this Agreement, the Contract Administrator shall have the right to require Contractor to replace such Key Personnel. The Contract Administrator shall notify Contractor in writing of its demand for replacement and shall allow Contractor thirty (30) days from the date of such notice to affect replacement. Contractor must receive the Contract Administrator's prior written consent of the replacement Key Personnel.

iv. County is not responsible for any additional costs associated with a change in the Key Personnel.

v. Contractor shall provide the Contract Administrator with the daily schedule for the Key Personnel and shall notify the Contract Administrator of any changes to that schedule.

vi. In the event the Project Manager is absent, regardless of the reason, Contractor must notify the Contract Administrator within twenty-four (24) hours of the absence and replace the Project Manager during the absence. Contractor

must receive the Contract Administrator's prior written consent of the replacement Project Manager during the absence.

C. Staffing/Scheduling.

i. Contractor shall provide CSS Personnel in sufficient number to properly provide the Services. Estimated hours are provided in Table C in **Exhibit B** for planning purposes only and actual Services may vary. No minimum or maximum number of hours of work is expressed or implied based on the amount of hours listed in Table C in **Exhibit B**. The Contract Administrator may request increases or decreases in Services or hours in writing based on the Airport needs, and Contractor shall promptly implement any such requested increases or decreases; provided, however, the maximum compensation stated in **Exhibit B** for the applicable Contract Year shall never be exceeded. All hours worked must be approved in writing through a Staffing Report.

ii. Contractor must maintain an active recruiting and screening program sufficient to provide the number of CSS Personnel requested by the Contract Administrator.

iii. Contractor must maintain a viable incentive program to deter employee attrition and promote stability in the workforce.

iv. Contractor shall ensure that its CSS Personnel are appropriately trained, qualified, and experienced.

v. At least thirty (30) days before the Commencement Date, or before such other date approved in writing by the Contract Administrator, Contractor shall provide the Contract Administrator a transition plan outlining the Services to be provided upon the Commencement Date, completed Post Orders, the training program and dates of implementation/completion, and any other transition-related items required in writing by the Contract Administrator to ensure proper performance of the Services upon the Commencement Date.

vi. At least one (1) week before the start of each week during the Term, including one (1) week before the Commencement Date, Contractor shall submit the Staffing Report to the Contract Administrator. The Staffing Report shall be generated based upon anticipated Services for the applicable week. The Staffing Report shall include the classifications of CSS Personnel positions and the responsibilities of each position, the names of the CSS Personnel, a description of the assigned posts, CSS Personnel schedules by time period (including the hours of each shift), and any other detail required in writing by the Contract Administrator. The Contract Administrator must approve each Staffing Report in writing before the commencement of Services for the applicable week. Any changes to the Staffing Report requested by the Contract Administrator in writing



shall be made by Contractor and resubmitted for approval by the Contract Administrator within the time period requested by the Contract Administrator.

vii. Any amendments to a Staffing Report require the written approval of the Contract Administrator. If the Contract Administrator requests that the Staffing Report be amended, then Contractor shall amend as directed by the Contract Administrator. Notwithstanding the above, such approval or direction by the Contract Administrator to amend may be verbal if due to a Surge or other emergency, but such approval or direction must be documented immediately after such Surge or emergency concludes.

viii. Contractor shall notify the Contract Administrator of all CSS Personnel who are unable to arrive on time for their scheduled assignment, as indicated on an approved Staffing Report. Contractor shall immediately provide an appropriate qualified and trained replacement for the scheduled assignment. If Contractor is unable to staff the scheduled assignment, Contractor must immediately notify the Contract Administrator and arrange for coverage by Aviation Department Security.

ix. Contractor shall provide breaks to CSS Personnel in accordance with Applicable Law. Break periods may not be billed to County. All CSS Personnel who are on a break period shall be relieved by properly trained, qualified, and approved relief personnel. The rates for such relief personnel may be billed to County, as set forth in **Exhibit B**.

x. Contractor must submit invoices to County for Services actually performed and completed pursuant to this Agreement, as set forth in **Exhibit B**, and not based solely on Staffing Reports; provided, however, Services shall only be provided pursuant to an approved Staffing Report as further detailed in this section.

D. Appearance/Conduct. CSS Personnel, while providing Services:

i. Must be qualified, competent, and experienced, and have completed all training required by this Agreement.

ii. Must be clean and neat in appearance.

iii. Must maintain the highest standards of service.

iv. Must be on time to assignments.

v. Must not use technology devices such as tablets, cellphones, and/or headphones other than for business purposes, and except as otherwise approved in writing by the Contract Administrator.

vi. Must not sleep or appear to be sleeping while on duty.

- vii. Must comply with all laws, rules, and regulations, including, but not limited to, the regulations set forth in Section 2-39 of the Code.
- viii. Must be courteous, polite, and inoffensive in their conduct and demeanor.
- ix. Must comply with all Post Orders.
- x. Must report all incidents; suspicious activities, persons, vehicles, or materials; all actual or potential fire hazards; and safety and security hazards to Aviation Department Security.
- xi. Must render assistance; provide information and direction to Airport patrons and members of the Airport community; and deter and report damage, pilferage, removal, destruction, secreting, misappropriation, misuse, larceny and disposition of Airport property.
- xii. Must never leave an assigned post unattended, even if their shift ends. CSS Personnel must not leave an assigned post unless relieved by other CSS Personnel (including CSS Personnel covering the following shift or relief personnel) or unless specifically authorized by the Contract Administrator.
- xiii. Must take their meal breaks at the Airport in an area approved by the Contract Administrator.
- xiv. Must not eat or drink at any security post unless specifically authorized by the Contract Administrator.
- xv. Must not have liquids around electronic screening or monitoring equipment.
- xvi. Must continually badge at card readers to ensure the active patrols are being recorded to create an electronic badge history.
- xvii. Must make notations in the log as to the disposition of any keys, locking systems, clocks, and Post Orders required for use at their post.
- xviii. Must be equipped with all equipment necessary to perform the Services. CSS Personnel shall be equipped with at least the following, which shall be functional at all times:
  - (a) Whistle with metal chain attachment.
  - (b) Heavy-duty flashlight (2 or more D-cells).
  - (c) Motorola MOTOTRBO XPR 7550 two-way radio, licensed for use by the Federal Communications Commission ("FCC"), and meeting all

requirements specified in writing by the Contract Administrator, or other radio device approved in writing by the Contract Administrator.

- (d) Radio chargers, batteries, and holsters.
- (e) Touring wands.
- (f) Inspection mirrors.

xix. Must wear distinctive uniforms identifying them as employees of Contractor, which uniforms must be approved in advance and in writing by the Contract Administrator. The uniforms must meet the following standards unless otherwise approved in advance and in writing by the Contract Administrator:

- (a) All CSS Personnel must wear the same uniform (same color and style), which shall be clean and neat in appearance.
- (b) CSS Personnel uniforms must consist of at least the following items: trousers, all-season weight, all the same color and style; shirts/blouses, short or long sleeve, all the same color and style; solid black belt; solid black socks; and solid black shoes.
- (c) Rank insignia must be worn on the collar or epaulet to designate status of CSS Personnel.
- (d) Shoulder patches lettered to indicate the name of Contractor shall be worn on both shoulders of the uniform jacket, as applicable, and shirt. No other identification of Contractor shall be worn or displayed on the uniform except the hat, as applicable.
- (e) Name tags and current photo identification card issued by Contractor must be worn by CSS Personnel and remain visible at all times.
- (f) Foul weather clothing, including raincoats, boots, and/or security jacket, as applicable, shall be required for those employees assigned to perform duties while exposed to cold or inclement weather conditions. All foul weather clothing must be identical in style and color for all CSS Personnel and marked with Contractor's identification logo or name, and an insignia.
- (g) Uniforms must adhere to all relevant Federal Aviation Administration, OSHA, and other applicable regulations.
- (h) Contractor, at its sole expense, shall determine and provide, and CSS Personnel shall properly wear/use, prescribed Personal Protective Equipment (PPE) that meets the requirements of applicable TSA standards

and OSHA guidelines as it pertains to assigned duties. At a minimum, Contractor shall issue, and ensure that CSS Personnel assigned to a construction site and/or Air Operations Area duties properly use/wear, the following additional items:

- a. High visibility safety vest.
  - b. Black, steel-toed safety shoes, or construction boots.
  - c. OSHA-approved construction safety helmet.
  - d. Protective work gloves.
  - e. Safety glasses.
  - f. Latex gloves.
  - g. Hand sanitizer.
- (i) Airport Issued Identification Media shall be worn as required by Chapter 2 of the Code.
- (j) Contractor shall ensure that all non-uniformed staff, such as management and administration personnel, wear professional attire with Contractor-issued current photo identification.

The Contract Administrator may request that CSS Personnel who fail to comply with the above requirements be prohibited from providing Services. Contractor shall comply with any such request by prohibiting such CSS Personnel from providing Services.

E. Plans and Manuals. The Contract Administrator may require modifications to the procedures set forth in all plans, manuals, programs, Post Orders, and job requirements as determined necessary by the Contract Administrator. Contractor may recommend changes to the plans, manuals, programs, Post Orders, and job requirements. All changes are subject to approval from Contract Administrator and will become effective when approved by Contract Administrator. Contractor must provide all plans and manuals as described below. All plans, manuals, Post Orders, programs and job requirements must be kept current and on file with Contractor and Contract Administrator.

- i. At least thirty (30) days before the Commencement Date, or before such other date approved in writing by the Contract Administrator, Contractor shall provide all detailed plans, programs, and manuals to the Contract Administrator as follows:

- (a) Transition Plan
- (b) Recruitment and Screening Program
- (c) Program Management Plan
- (d) Operations Plan
- (e) Staffing Contingency Plan
- (f) Quality Control Program
- (g) Training Program

F. Transition Plan. Contractor must provide the Contract Administrator with its proposed transition plan. The transition plan must be specific and unique to address and fulfill the Agreement obligations at the Airport. The final approved transition plan must include, but not be limited to, the following:

- i. The methodology and schedule to provide a successful and seamless transition.
- ii. Identify transition time-period from start to completion date.
- iii. Identify milestones within the transition period.
- iv. Contingency plans if milestones are not met.

G. Recruitment and Screening Program. Contractor must provide the Contract Administrator with its proposed recruitment and screening program. The recruitment and screening program must be specific and unique to address and fulfill the Agreement obligations at the Airport. The final approved recruitment and screening program must include, but not be limited to, the following:

- i. Describe types of advertising or other methods for recruitment of CSS Personnel
- ii. Describe commencement and completion dates for recruitment in support of the transition plan.
- iii. Describe incentive program to deter employee attrition and promote stability.

H. Program Management Plan. Contractor must provide the Contract Administrator with its proposed program management plan ("Plan"). The Plan must be specific and unique to address and fulfill the Agreement obligations at the Airport. The final approved Plan must include, but not be limited to, the following:

- i. Names, assignments, and duties of all Key Personnel and Contractor's staff.
  - ii. A list of all employees who will be working at the Airport and their status in the certification process.
  - iii. Timekeeping, billing, and accounting procedures.
  - iv. A description of how Contractor will ensure the full dissemination, including the level of frequency of information, policy, procedures problems, concerns, etc., to all its managers and staff throughout the Term of the Agreement.
  - v. A description of how Contractor will ensure all employees have a relief for meals and/or breaks, and identify the amount of employees that will be able to perform the Services, have clearance level, routes of deployment, and vehicle requirements during the break of other employees.
- I. Operations Plan. Contractor shall develop and maintain separately an operations plan that includes an operations manual, which must describe the detailed procedures for CSS Personnel. The duties assigned for each position may be modified or reassigned through the operations manual.
- i. The Operations Manual must include the following:
    - (a) Radio communications.
    - (b) Vehicle inspections.
    - (c) Employee badge and credential checks.
    - (d) Employee communication process, including disseminating short notice security procedures for immediate implementation.
    - (e) Generating and disseminating daily activity reports, incident reports, and similar reports detailing the shift events for the assignment and the officer assigned to the assignment.
    - (f) Dissemination of time sensitive training and procedural information.
    - (g) Preventing the release of security sensitive information.
    - (h) Emergency contingency plans.
    - (i) Use of technology to track labor hours and prepare invoices for Services provided.

- (j) Use of technology to automate timekeeping as a method to track and record employees work schedules at their onsite assigned posts.
- (k) Check-in and check-out at the assigned post.

J. Staffing Contingency Plan. The staffing contingency plan must include the following:

- i. Emergency response plan as identified within Surge Requirements.
- ii. Timeframe for deploying or redeploying staff.
- iii. Plan for allocating additional coverage hours.
- iv. Compliance with the State of Florida licensing requirements.
- v. Security badging and training plan for new and existing employees.
- vi. How Contractor will resolve routine staffing issues to ensure all posts have required coverage.
- vii. Employee communication process, including disseminating short notice security procedures for immediate implementation.

K. Training. Contractor shall create and implement a training program for all CSS Personnel, which training program must be approved in advance and in writing by the Contract Administrator. Contractor shall make any changes to the training program that are requested in writing by the Contract Administrator.

- i. **Initial Training.** At least seven (7) days prior to the Commencement Date, Contractor must complete an initial, extensive in-house training program for all then-existing CSS Personnel and submit a written report to the Contract Administrator listing the names of all CSS Personnel and acknowledging that such CSS Personnel completed the required training. The initial training must address all Airport-specific rules and regulations and on-the-job requirements, including customer service training and must include at least forty (40) hours of training, unless a shorter time is approved in writing by the Contract Administrator. All CSS Personnel (those existing on the Commencement Date and subsequent new hires) must undergo the initial training before providing Services.
- ii. **Subsequent Training.** CSS Personnel must complete a refresher training course on an annual basis. The refresher course must include at least sixteen (16) hours of training, unless a shorter time is approved in writing by the Contract Administrator. Refresher training also be provided before giving CSS Personnel a new assignment that requires new training and when requested in writing by the Contract Administrator due to unsatisfactory performance of Services.

iii. **Emergency Training.** All CSS Personnel must complete the emergency training required by Section 2-43 of the Code and any other training required by the Contract Administrator.

iv. **Training Cost.** County shall not be responsible for or invoiced for any training materials or for the hourly rates for CSS Personnel taking such training (including the emergency training required by Section 2-43 of the Code).

v. **Training Records.** Contractor shall document all training and designate an employee on Contractor's staff to maintain records evidencing CSS Personnel completion of the required training program. All training records must be provided to the Contract Administrator when requested in writing by the Contract Administrator.

vi. **Training Observations.** When requested, Contractor shall give the Contract Administrator advance written notice of any trainings and allow the Contract Administrator or a designee to observe such trainings.

L. Quality Control Program. Contractor shall establish an internal Quality Control Program to ensure that Agreement requirements are met.

i. The Quality Control Program shall include the following:

(a) Requiring practical testing on site at least once a week on a random basis.

(b) Identifying and describing the responsibilities and positions of the staff responsible for the Quality Control Program.

(c) Describing the types and methods of practical testing.

(d) Noting the dates and times of occurrences for quality control compliance and outcome.

ii. The Quality Control Program shall provide descriptions of post inspections and the responsibilities of all employees, such as:

(a) Maintenance of equipment and uniforms.

(b) Knowledge of Post Orders.

(c) All applicable updated Post Orders available at each location.

(d) Frequencies of inspections and whether they are announced or unannounced.



(e) Procedures for correcting deficiencies and the timeframes for correcting the deficiencies.

(f) Procedures for maintaining training certification requirements and other quality controls as deemed necessary by the County.

(g) Any other key performance indicators as requested by the Contract Administrator.

iii. A summary report of the results of the Quality Control Program must be provided upon request to the Contract Administrator. The Quality Control Program must be specific and unique to address and fulfill the Agreement obligations at the Airport.

M. Surge Requirements. If there is a Surge, Contractor shall, when notified by the Contract Administrator, provide:

i. Within twenty-four (24) hours of such notice, up to ten (10) additional CSS Personnel (qualified, as required by this Agreement, other than having Airport Issued Identification Media) to be badged, then (upon successful badge issue) available to provide Services.

ii. Within forty-eight (48) hours of such notice (*i.e.*, within 24 hours of the above notice), up to ten (10) additional CSS Personnel (*i.e.*, up to twenty (20) total additional CSS Personnel) (qualified, as required by this Agreement, other than having Airport Issued Identification Media) to be badged, then (upon successful badge issue) available to provide Services.

iii. Within seventy-two (72) hours of such notice (*i.e.*, within 24 hours of the above notice), up to twenty (20) additional CSS Personnel (*i.e.*, up to forty (40) total additional CSS Personnel) (qualified, as required by this Agreement, other than having Airport Issued Identification Media) to be badged, then (upon successful badge issue) available to provide Services.

iv. During the Surge, the Contract Administrator may temporarily authorize the payment of overtime to further (and/or sooner) expand available CSS Personnel. Such authorization, however, will be solely at the Contract Administrator's discretion. Overtime will not be authorized, however, in lieu of the above emergency augmentation requirements, or if Contractor fails to send the additional CSS Personnel (described above) to obtain Airport Issued Identification Media in a timely manner, as determined by the Contract Administrator.

N. Contractor Requirements.

i. Contractor shall provide all reports requested in writing by the Contract Administrator in the time, method, and manner prescribed in writing by the Contract Administrator.

ii. Contractor shall use a technological tool (platform, equipment, etc.) that allows for twenty-four (24) hours, seven (7) days per week web-based real time reporting and accessibility to files and documents of employees and of activities and incidents associated with the assignment. Contractor will ensure that use of technological tool(s) and accessibility is restricted to those identified in this Agreement such as Contractor, Contractor's employees, and the Contract Administrator. As of the Commencement Date, Contractor must provide to the Contract Administrator, security information describing level of or type of security to protect and keep secure any transaction as a result of any work or action that originates from the use of the technological tool(s) and any ancillary hardware or software used to support, operate and maintain the technological tool(s). Contractor shall maintain security of technological tools throughout the Term of this Agreement. Contractor shall incur all charges to operate and maintain the web based service; procure, repair, upgrade, supplement and replace the technological tools. Contractor shall make available this technological tool at (1) the Commencement Date to the Contract Administrator, (2) at each post assignment identified by the Contract Administrator, and (3) for each subsequent future post assignments for the Term of this Agreement. At a minimum, capability and accessibility to web based, real time reporting and accessibility to files and documents (view, upload, download) which includes generating, modifying, categorizing, saving, sending the following report types:

- (a) Daily activity reports, incident reports, shift logs.
- (b) Access to employee training records.
- (c) Automated timekeeping for employees to check in/check out of assigned posts.
- (d) Use of GPS to track and/or locate employees while in the performance of assignments.
- (e) Accessibility to essential documents such as Post Orders and contingency plans.
- (f) Accessibility to daily and weekly shift schedules.
- (g) Ability to take pictures, record video, save, view, and send.

- (h) Ability for any user within the local network to disseminate, send and receive information, instructions, procedures to all employees simultaneously.
  - (i) Ability to generate any reports required by this Agreement, and any other features required by the Contract Administrator. The technological tool (platform, equipment, etc.) must be approved in writing by the Contract Administrator.
- iii. Contractor shall inspect and review the performance of all CSS Personnel at least on a weekly basis, or on such other schedule requested in writing by the Contract Administrator, to ensure optimal contractual compliance. All observations must be submitted to the Contract Administrator in a written report.
- iv. Contractor shall not damage or destroy, or cause to be damaged or destroyed, any County fixtures, equipment, furnishings, or property. If the Contract Administrator determines that any County fixtures, equipment, or property was destroyed or damaged by Contractor or Contractor's staff, Contractor shall make all repairs or replacements of same at Contractor's own expense. If such damage is repaired by County after failure by Contractor to make such repairs, such costs for repair shall be recoverable by County as a deduction from Contractor's fees.
- v. Contractor shall make available to the Contract Administrator, on an ongoing basis throughout the Term of this Agreement and upon written request, the complete personnel file of all CSS Personnel. The personnel file shall contain copies of at least the following documents:
- (a) Any physical fitness test(s), drug test(s), training test result(s) and certification(s), proof of education, state security officers service license(s), employment application(s), work authorization(s), driver's license, and payroll details.
- vi. Contractor shall have a Key Personnel available to attend meetings or events as necessary or requested by the Contract Administrator, including, but not limited to, Aviation Department Security meetings. Representatives must attend meetings on time and be prepared with all necessary documentation for the meeting. Representatives must not leave before the meeting is adjourned.
- vii. Contractor shall have contingency plans for supplying additional cleared and badged CSS Personnel resources as dictated by heightened security levels or unplanned events as identified herein.
- viii. Contractor shall ensure CSS Personnel are assigned to work eight (8) hour or ten (10) hour shifts. If CSS Personnel are assigned more than twelve (12) hour

shifts, CSS Personnel shall not work more than five (5) consecutive days without a full twenty-four (24) hours off duty.

O. Post Orders.

i. Contractor and the Contract Administrator must work together to develop Post Orders for all posts assigned CSS Personnel by the Contract Administrator. Contractor shall meet with the Contract Administrator to develop the Post Orders, which must be approved in writing by the Contract Administrator at least thirty (30) days before the Commencement Date or by such other date approved in writing by the Contract Administrator. For all new posts added during the Term, Post Orders must be created and approved, utilizing the process set forth above.

ii. Contractor shall ensure that CSS Personnel comply with all Post Orders to the fullest extent possible; provided, however, Contractor must emphasize to its CSS Personnel that general orders to protect life and property supersede all Post Orders. Contractor shall check each post, at least monthly, and review the applicable Post Order for possible updates. All updates must be approved in writing by the Contract Administrator.

iii. Post Orders may include, but are not limited to, the following, as applicable:

- (a) Site information (*e.g.*, operating hours, chain of command, etc.)
- (b) Building rules and regulations
- (c) Operation of equipment
- (d) Roving patrol routes, schedules, and duties
- (e) Vehicular traffic control
- (f) Access control procedures
- (g) Emergency response procedures
- (h) Security and fire control/alarm systems
- (i) Hazardous conditions, inspection/reporting
- (j) Response to emergencies (*e.g.*, fires, injury, or illness, etc.)
- (k) Procedures for raising, lowering, and half-mast U.S. and other flags
- (l) Safeguarding persons and property

(m) Minimum number of hours for site orientation training

iv. Aviation Department Security shall have access to these Post Orders at all times.

v. Post Orders are considered Sensitive Security Information. Contractor and all CSS Personnel are prohibited from distributing Sensitive Security Information pursuant to 49 C.F.R. Part 1520. Sensitive Security Information cannot be released except as specified in 49 C.F.R. Part 1520.

P. Vehicles.

i. CSS Personnel may be required to operate licensed and insured marked motor vehicles in order to monitor different posts, move between assignments, or to conduct vehicular patrols of an area. CSS Personnel may also be required to operate off-street motorized carts in order to conduct a vehicular patrol of an area.

ii. Contractor shall provide at least the following number of vehicles for use by CSS Personnel in providing Services ("Vehicles"):

Minimum Vehicles for Services	
Terminal Inspections	1

iii. The Vehicles shall be owned, fueled, and maintained by Contractor, available for use at all times (24/7), and exclusively used for Services under this Agreement.

iv. The Vehicles shall be fully equipped with a light bar, jumper cables, first aid equipment, and traffic cones; high profile (i.e., visible); well-marked with security markings; and comply with any other requirements of the Contract Administrator.

v. The Vehicles must be approved in writing by the Contract Administrator before use for Services.

3. Support Space.

A. Beginning on the Commencement Date, Contractor may use the Support Space (as designated in **Exhibit J**) for office/administrative matters and other operational needs. If the Director of Aviation desires that Contractor utilize different locations or additional locations, or to reduce or vacate the Support Space reflected on **Exhibit J**, then upon written notice from the Director of Aviation, Contractor shall be required to utilize such different, additional, or reduced areas, or vacate the Support Space; provided, however, that County shall cooperate with Contractor to minimize interference with Contractor's

provision of the Services, and County shall provide reasonable advanced notice of such direction. In the event of any change in the Support Space as provided in this section, **Exhibit J** shall be automatically amended to reflect the revised Support Space upon written notice from the Director of Aviation. Contractor acknowledges that such revised Support Space might not be similar in size or configuration to the Support Space initially designated in **Exhibit J**. This section shall not be construed to grant Contractor any leasehold interests. Improvements may not be made to the Support Space without the written consent of the Director of Aviation. Upon the expiration or earlier termination of this Agreement for any reason, title to such approved improvements shall vest with the County unless otherwise agreed in writing between the Parties, with the Director of Aviation acting on behalf of County.

4. **Disincentive Charges:**

A. **Purpose.** One of County's primary goals in granting this Agreement is to ensure the security of the Airport. Contractor agrees that County will suffer damages if Contractor breaches the performance standards set forth below. Contractor further agrees that, due to the nature of the performance standards set forth below, the actual damages to County are not readily ascertainable at the time of contracting and would be impractical or very difficult to quantify. As such, in addition to all other remedies available under this Agreement, Contractor shall be subject to the disincentive charges set forth below if Contractor breaches the performance standards set forth below. The amounts set forth below have been agreed upon as the Parties' reasonable estimate of County's damages in the event of such breach. County's acceptance of any disincentive payment as a result of a performance standard breach will not prevent County from exercising any other right or remedy for default available to County under this Agreement.

B. **Performance Standard Breaches.** The following specific breaches shall be referred to as "Performance Standard Breaches." Each day that Contractor is in breach shall be considered a separate occurrence, subject to additional disincentive charges. Contractor agrees to pay to County the amount specified below as a disincentive charge for the applicable breach:

- i. Failure to provide any Services required by **Exhibit A**, Section 1 of this Agreement. Five Hundred Dollars (\$500) per occurrence.
- ii. Failure to provide as many CSS Personnel (trained, qualified, and experienced) as may be required by the Contract Administrator pursuant to **Exhibit A**. Five Hundred Dollars (\$500) per occurrence.
- iii. Failure to comply with the Key Personnel requirements set forth in **Exhibit A**, Section 2(B) of this Agreement. Two Hundred Fifty Dollars (\$250) per occurrence.

- iv. Failure to submit a Staffing Report in accordance with **Exhibit A**, Section 2(C) of this Agreement. Two Hundred Fifty Dollars (\$250) per occurrence.
- v. Failure to comply with **Exhibit A**, Section 2(C)(viii) of this Agreement, which requires Contractor to notify the Contract Administrator of all CSS Personnel who are unable to arrive on time for their scheduled assignment, as indicated on an approved Staffing Report, and to immediately provide an appropriate qualified and trained replacement for the scheduled assignment or, if Contractor is unable to staff the scheduled assignment, to immediately notify the Contract Administrator and arrange for coverage by Aviation Department Security. Two Hundred Fifty Dollars (\$250) per occurrence
- vi. Failure of CSS Personnel to comply with the Appearance/Conduct requirements set forth in **Exhibit A**, Section 2(D) of this Agreement. Fifty Dollars (\$50) per occurrence, except it is Two Hundred Fifty Dollars (\$250) per occurrence for failure to comply with **Exhibit A**, Section 2(D)(vi), which prohibits CSS Personnel from sleeping or the appearance thereof, or with **Exhibit A**, Section 2(D)(vii), which requires CSS Personnel to comply with all laws, rules, and regulations.
- vii. Failure to comply with the Plan and Manuals requirements set forth in **Exhibit A**, Section 2(E) of this Agreement. Two Hundred Fifty Dollars (\$250) per occurrence.
- viii. Failure to submit a transition plan in accordance with **Exhibit A**, Section 2(F) of this Agreement. Two Hundred Fifty Dollars (\$250) per occurrence.
- ix. Failure to comply with the Program Management Plan requirements set forth in **Exhibit A**, Section 2(H) of this Agreement. Two Hundred Fifty Dollars (\$250) per occurrence.
- x. Failure to comply with the Operations Plan requirements set forth in **Exhibit A**, Section 2(I) of this Agreement. Two Hundred Fifty Dollars (\$250) per occurrence.
- xi. Failure to comply with the Staffing Contingency Plan requirements set forth in **Exhibit A**, Section 2(J) of this Agreement. Two Hundred Fifty Dollars (\$250) per occurrence.
- xii. Failure to comply with the Training requirements set forth in **Exhibit A**, Section 2(K) of this Agreement. Two Hundred Fifty Dollars (\$250) per occurrence.
- xiii. Failure to comply with the Quality Control Program requirements set forth in **Exhibit A**, Section 2(L) of this Agreement. Two Hundred Fifty Dollars (\$250) per occurrence.

xiv. Failure to comply with the Surge requirements set forth in **Exhibit A**, Section 2(M) of this Agreement. Five Hundred Dollars (\$500) per occurrence.

xv. Failure to comply with Contractor Requirements set forth in **Exhibit A**, Section 2(N) of this Agreement. Two Hundred Fifty Dollars (\$250) per occurrence.

xvi. Failure to comply with the Post Orders requirements set forth in **Exhibit A**, Section 2(O) of this Agreement. Fifty Dollars (\$50) per occurrence.

xvii. Failure of Contractor to provide the Vehicles required by this Agreement. Five Hundred Dollars (\$500) per occurrence.

C. Procedure for Declaring Performance Standard Breaches. The determination as to whether performance standards have been breached is at the reasonable discretion of the Contract Administrator. Upon determining the existence of a Performance Standard Breach, the Contract Administrator shall issue a written notice to Contractor of the occurrence of such breach and the County's claim for disincentive payment. The notice of Performance Standard Breach shall become final and the associated disincentive charge shall be immediately due and payable unless the Contract Administrator receives, no later than ten (10) days after Contractor's receipt of the notice of Performance Standard Breach, a written statement from Contractor with Contractor's evidence that the breach did not occur. The Contract Administrator shall review such evidence and determine, in the Contract Administrator's reasonable discretion, whether Contractor has demonstrated that the breach did not occur, and notify Contractor of such decision in writing, which decision shall be final. Disincentive charges that are final shall be recoverable by County as a deduction from Contractor's monthly invoices.

D. Waiver of Disincentive Payments/Charges. Disincentive charges shall be waived to the extent resulting from severe weather, work stoppages, or when other conditions indicate that the failure was unavoidable, as solely determined by the Contract Administrator. Any determination of waiver by the Contract Administrator must be in writing and shall be final and conclusive. If Contractor believes the occurrence of a particular event may cause delays, it is the responsibility of Contractor to notify the Contract Administrator of the event and to obtain prior written concurrence that disincentive charges will not be assessed.

5. **Optional Services.**

The Contract Administrator may require Contractor to provide additional vehicles for Services. Contractor shall comply with all such requests. Additional vehicles shall be compliant with Section I of this **Exhibit A** and charged to County at a rate of Forty-Seven and 67/100 Dollars (\$47.67) per day or such other amount approved through a Work Authorization.

(The remainder of this page is intentionally left blank.)



## EXHIBIT B - PAYMENT SCHEDULE

The rates specified below shall be in effect for the entire Term, unless otherwise expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this **Exhibit B**.

### Table A: Hourly Services/Rate

Services actually performed in accordance with the Agreement shall be invoiced and paid at the following rates for the applicable Contract Year, subject to the stated Maximum Not-To Exceed Amount for that Contract Year:

#### Contract Year 1:

Staff/Personnel	Rate
Level I Security Officers	\$28.15/hour
Level I Security Officers (Overtime/Holiday)	\$36.03/hour
Level II Security Officers	\$31.24/hour
Level II Security Officers (Overtime/Holiday)	\$40.23/hour
Level III Security Officers	\$34.50/hour
Level III Security Officers (Overtime/Holiday)	\$44.43/hour
Supervisor I	\$37.76/hour
Supervisor I (Overtime/Holiday)	\$48.63/hour
Supervisor II	\$36.92/hour
Supervisor II (Overtime/Holiday)	\$52.83/hour
Assistant Program Manager	Not Billable
Program Manager	Not Billable
Vehicle (per vehicle)	\$1,450/month
<b>Maximum Not-To-Exceed Amount for all Services for Contact Year 1</b>	<b>\$5,993,839.68</b>

#### Contract Year 2:

Staff/Personnel	Rate
Level I Security Officers	\$28.99/hour
Level I Security Officers (Overtime/Holiday)	\$37.11/hour
Level II Security Officers	\$32.18/hour
Level II Security Officers (Overtime/Holiday)	\$41.44/hour
Level III Security Officers	\$35.54/hour
Level III Security Officers (Overtime/Holiday)	\$45.76/hour
Supervisor I	\$38.89/hour
Supervisor I (Overtime/Holiday)	\$50.09/hour
Supervisor II	\$38.03/hour
Supervisor II (Overtime/Holiday)	\$54.41/hour
Assistant Program Manager	Not Billable

<b>Staff/Personnel</b>	<b>Rate</b>
Program Manager	Not Billable
Vehicle (per vehicle)	\$1,450/month
<b>Maximum Not-To-Exceed Amount for all Services for Contact Year 2</b>	<b>\$6,173,595.92</b>

Contract Year 3:

<b>Staff/Personnel</b>	<b>Rate</b>
Level I Security Officers	\$29.86/hour
Level I Security Officers (Overtime/Holiday)	\$38.22/hour
Level II Security Officers	\$33.15/hour
Level II Security Officers (Overtime/Holiday)	\$42.68/hour
Level III Security Officers	\$36.61/hour
Level III Security Officers (Overtime/Holiday)	\$47.13/hour
Supervisor I	\$40.06/hour
Supervisor I (Overtime/Holiday)	\$51.59/hour
Supervisor II	\$39.17/hour
Supervisor II (Overtime/Holiday)	\$56.04/hour
Assistant Program Manager	Not Billable
Program Manager	Not Billable
Vehicle (per vehicle)	\$1,450/month
<b>Maximum Not-To-Exceed Amount for all Services for Contact Year 3</b>	<b>\$6,358,883.57</b>

Contract Year 4 (if extended):

<b>Staff/Personnel</b>	<b>Rate</b>
Level I Security Officers	\$30.76/hour
Level I Security Officers (Overtime/Holiday)	\$39.37/hour
Level II Security Officers	\$34.14/hour
Level II Security Officers (Overtime/Holiday)	\$43.96/hour
Level III Security Officers	\$37.71/hour
Level III Security Officers (Overtime/Holiday)	\$48.54/hour
Supervisor I	\$41.26/hour
Supervisor I (Overtime/Holiday)	\$53.14/hour
Supervisor II	\$40.35/hour
Supervisor II (Overtime/Holiday)	\$57.72/hour
Assistant Program Manager	Not Billable
Program Manager	Not Billable
Vehicle (per vehicle)	\$1,450/month
<b>Maximum Not-To-Exceed Amount for all Services for Contact Year 4</b>	<b>\$6,549,026.72</b>

Contract Year 5 (if extended):

Staff/Personnel	Rate
Level I Security Officers	\$31.68/hour
Level I Security Officers (Overtime/Holiday)	\$40.55/hour
Level II Security Officers	\$35.16/hour
Level II Security Officers (Overtime/Holiday)	\$45.28/hour
Level III Security Officers	\$38.84/hour
Level III Security Officers (Overtime/Holiday)	\$50.00/hour
Supervisor I	\$42.50/hour
Supervisor I (Overtime/Holiday)	\$54.73/hour
Supervisor II	\$41.56/hour
Supervisor II (Overtime/Holiday)	\$59.45/hour
Assistant Program Manager	Not Billable
Program Manager	Not Billable
Vehicle (per vehicle)	\$1,450/month
<b>Maximum Not-To-Exceed Amount for all Services for Contact Year 5</b>	<b>\$6,744,560.77</b>

All references to “(Overtime/Holiday)” in the preceding charts refer to overtime hours approved in advance in writing by the Contract Administrator, or hours worked on any of the following County holidays: New Year’s Day; Martin Luther King, Jr. Day; Presidents’ Day; Memorial Day; Juneteenth Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; Day after Thanksgiving; Christmas Day (Observed).

**Table B: Optional Services**

Staff/Personnel	Rate
Additional Vehicle(s)	\$47.67/day

**Table C: Estimated Hours**

Estimated Annual Hours for Services	
CLASSIFICATION	ESTIMATED ANNUAL HOURS
Level I	18,013
Level I (Overtime/Holiday)	507
Level II	70,319
Level II (Overtime/Holiday)	1,981
Level III	70,319
Level III (Overtime/Holiday)	1,981
Supervisor I	8,520
Supervisor I (Overtime/Holiday)	240
Supervisor II	8,520
Supervisor II (Overtime/Holiday)	240
Operation Manager (Not Billable)	8,760
Project Manager (Not Billable)	2,080

Contractor shall provide CSS Personnel in sufficient number to properly provide the Services. Estimated hours are provided in Table C of this Exhibit for planning purposes only and actual hours required may vary. No minimum or maximum number of hours of work is expressed or implied based on the amount of hours listed in Table C in this **Exhibit B**. The Contract Administrator may request increases or decreases in Services or hours in writing based on the Airport needs, and Contractor shall promptly implement any such requested increases or decreases; provided, however, the maximum not-to-exceed amount stated in this **Exhibit B** for the applicable Contract Year shall never be exceeded. All hours worked must be approved in writing through a Staffing Report.

(The remainder of this page is intentionally left blank.)

## EXHIBIT C - MINIMUM INSURANCE REQUIREMENTS

### Insurance Requirements for Security Services

The following coverage's are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Management.

TYPE OF INSURANCE 1. ALL COI's be submitted on an ACCORD 25 form 2. ALL deductibles are vendors responsibility 3. Self Insurance and SIR's are not automatically approved 4. deductibles and SIR's must be listed	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
<b>GENERAL LIABILITY</b> [x] Commercial General Liability [x] Premises-Operations [x] Fire [ ] Underground Hazard [ ] Products/Completed Operations Hazard [x] Contractual Insurance [x] Broad Form Property Damage [x] Personal Injury [x] mobil equipment [x] assault and battery [x] theft [x] Lost key coverage	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 2 mil	\$ 3 mil
	Personal Injury		
<b>AUTO LIABILITY</b> [x] Comprehensive Form [x] Owned [x] Hired [x] Non-owned [x] Any Auto If applicable	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$300 k landside \$ 5 mil airside	
<b>EXCESS LIABILITY</b> [ ] Umbrella Form [ ] Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$	\$
<b>[ ] PROPERTY</b>			
<b>[X] PROFESSIONAL LIABILITY E&amp;O</b> Required if any professional license is required for any of the work and that expertise is required for the project.		\$2 mil	
<b>[ ] POLLUTION LIABILITY OR ENVIRONMENTAL IMPAIRMENT LIABILITY WITH CLEAN-UP COSTS</b>			
<b>[ x] WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)</b>	\$1 mil	**State exemption not accepted.	
		(each accident)	\$1 mil
Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability <b>Additional Insured:</b> <b>Broward County.</b> Also when applicable certificate should show <b>Broward County as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required.</b> Certificate Must be Signed and All applicable Deductibles shown. Indicate bid number, RLI, RFP, and project manager on COI.			

**NOTE \*** - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attached to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act  
**CANCELLATION:** Thirty (30) Day written notice of cancellation required to the Certificate Holder:

Name & Address of Certificate Holder  
 Broward County  
 320 Terminal Drive, Suite 200  
 Fort Lauderdale, FL 33315  
 Security

Tracy

Meyer

Digitally signed  
 by Tracy Meyer  
 Date: 2022.07.29  
 11:45:53 -04'00'

InsuranceLimitsForm.03 Revised certificateofinsrevised2005.DOC COI

## EXHIBIT D - WORK AUTHORIZATION

Agreement: [Title, Date, Contract Number]

Work Authorization No. \_\_\_\_\_

This Work Authorization is between Broward County and Contractor pursuant to the Agreement. Contractor affirms that the representations and warranties in the Agreement are true and correct as of the date this Work Authorization is executed by Contractor. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

The time period for this Work Authorization will be from the date of County's Notice to Proceed until \_\_\_\_ (\_\_\_\_) days after the Notice to Proceed, unless otherwise extended or terminated by the Contract Administrator.

### Services to be provided:

**[COMPOSE SIMPLE SUMMARY]**

See **Exhibit A** for additional detail.

The applicable not-to-exceed amount stated in the Agreement for the work at issue is \$[\_\_\_\_\_].

The total fee for goods and services under this Work Authorization is \$[\_\_\_\_\_] ("Total Fee").

The Total Fee shall be invoiced by Contractor upon written acceptance by County of all goods and services provided under this Work Authorization.

*(Signatures appear on the following page.)*

IN WITNESS WHEREOF, the Parties hereto have made and executed this Work Authorization, effective as of the date the last party signs this Work Authorization.

**County**

_____ Project Manager	_____ Date	_____ Contract Administrator	_____ Date
--------------------------	---------------	---------------------------------	---------------

Approved as to form by the  
Office of the Broward County Attorney:

_____ Attorney Name	_____ Date	_____ Board or Designee	_____ Date
Deputy/Assistant County Attorney			

**Contractor**

**ATTEST/WITNESS**

_____ Signature	_____ Signature	_____ Date
--------------------	--------------------	---------------

_____ Print/Type Name	_____ Print/Type Name
--------------------------	--------------------------

\_\_\_\_\_  
Title

**EXHIBIT E - PREVAILING WAGE STATEMENT OF COMPLIANCE**

No. \_\_\_\_\_

Agreement No. \_\_\_\_\_

Project Title \_\_\_\_\_

The undersigned Contractor hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by Section 26-5, of the Code, and the applicable conditions of this Agreement.

Dated \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Name and Title)

STATE OF            )  
                              )  
COUNTY OF        )

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

State of Florida at Large (Seal)

My commission expires:

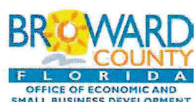


## EXHIBIT F - CBE SUBCONTRACTOR SCHEDULE AND LETTERS OF INTENT

Contractor 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 Contractor's knowledge

Project No.: GEN2120413P1  
Project Title: Security Services at Fort Lauderdale-Hollywood International Airport  
(Group 1)  
Facility Name: Universal Protection Service, LLC d/b/a Allied Universal Security Services,  
LLC

Firm Name and Address		Discipline
1.	Bright Light Security Services LLC 3600 S. State Road 7, Suite 260 Miramar, FL 33023	Security Guard Services (Group 1)
2.	Stonegate Allied Services, LLC 100 SE 3 <sup>rd</sup> Ave., Suite 1101 Fort Lauderdale, FL 33309	Security Guard Services (Group 1)



## LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: GEN2120413P1

Project Title: Security Guard Services for Fort Lauderdale-Hollywood International & North Perry Airports (Group 1)

Bidder/Offeror Name: Allied Universal Security Services

Address: 6301 5th Way, Suite 6500 City: Fort Lauderdale State: FL Zip: 33309

Authorized Representative: Robert Chambers Phone: 954-739-8488

CBE Firm/Supplier Name: Bright Light Security Services LLC

Address: 3600 S. State Road 7, Suite 260 City: Miramar State: FL Zip: 33023

Authorized Representative: Maxine Gordon Phone: 954-494-0419

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

### Work to be performed by CBE Firm

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Security Guard Services (Group 1)	561612	12.5% of Contract Amount	12.5 %
			%
			%

**AFFIRMATION:** I hereby affirm that the information above is true and correct.

**CBE Firm/Supplier Authorized Representative**

Signature: [Signature] Title: President Date: 4/12/2022

**Bidder/Offeror Authorized Representative**

Signature: [Signature] Title: Regional Vice President Date: 4/12/2022

<sup>1</sup> Visit [Census.gov](https://www.census.gov) and select [NAICS](https://www.census.gov/naics/) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

<sup>2</sup> To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

*In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.*

Rev.: June 2018

Compliance Form No. 004



# LETTER OF INTENT

## BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

**Solicitation No.:** GEN2120413P1

**Project Title:** Security Guard Services for Fort Lauderdale-Hollywood International & North Perry Airports (Group 1)

**Bidder/Offendor Name:** Allied Universal Security Services

Address: 6301 5th Way, Suite 6500 City: Fort Lauderdale State: FL Zip: 33309

Authorized Representative: Robert Chambers Phone: 954-739-8488

**CBE Firm/Supplier Name:** Stonegate Allied Services, LLC

Address: 100 SE 3rd Ave, Suite 1101 City: Fort Lauderdale State: FL Zip: 33309

Authorized Representative: Roy Barker Phone: 786-443-7951

- A. This is a letter of intent between the bidder/offendor on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offendor is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offendor and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

### Work to be performed by CBE Firm

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Security Guard Services (Group 1)	561612	12.5% of Contract Amount	12.5 %
			%
			%

**AFFIRMATION:** I hereby affirm that the information above is true and correct.

**CBE Firm/Supplier Authorized Representative**

Signature:  Title: President Date: 4/12/2022

**Bidder/Offendor Authorized Representative**

Signature:  Title: Regional Vice President Date: 4/12/2022

<sup>1</sup> Visit [Census.gov](https://www.census.gov) and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

<sup>2</sup> To be provided only when the solicitation requires that bidder/offendor include a dollar amount in its bid/offer.

*In the event the bidder/offendor does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.*

Rev.: June 2018

Compliance Form No. 004

## EXHIBIT G - CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

RLI/Bid/Contract No. \_\_\_\_\_

Project Title \_\_\_\_\_

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all Subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with the "Compensation" article of this 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 Contractor.

Dated \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Contractor Name

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Name and Title)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

State of Florida at Large (Seal)

My commission expires: \_\_\_\_\_

## EXHIBIT H - NONDISCRIMINATION AND OTHER FEDERAL REQUIREMENTS

A. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest, agrees as follows:

1. *Compliance with Regulations*: Contractor (hereinafter includes Subcontractors) will comply with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities** (“Nondiscrimination Acts and Authorities”), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement, and which include, but are not limited to, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 Stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- b. 49 C.F.R. Part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987 (P.L. 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

- i. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
  - l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).
2. *Nondiscrimination:* Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. *Information and Reports:* Contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. *Sanctions for Noncompliance:* In the event of Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments under the Agreement until Contractor complies; and/or
- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

6. *Incorporation of Provisions:* Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a Subcontractor or supplier because of such direction, Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Nondiscrimination - 14 C.F.R. Part 152 Requirements. During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest, agrees as follows:

1. Contractor agrees to undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participation in any employment, contracting, or leasing activities covered in 14 C.F.R. Part 152, Subpart E. Contractor agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Contractor agrees that it will require its covered suborganizations to provide assurances to Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

2. Contractor agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 C.F.R. Part 152, Subpart E, as part of the affirmative action program, and by any federal, state, County or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. Contractor agrees that state or County affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 C.F.R. Part 152, Subpart E, only when they fully meet the standards set forth in 14 C.F.R. 152.409. Contractor agrees to obtain a similar assurance from its covered organizations, and to

cause them to require a similar assurance of their covered suborganizations, as required by 14 C.F.R. Part 152, Subpart E.

3. If required by 14 C.F.R. Part 152, Contractor shall prepare and keep on file for review by the FAA Office of Civil Rights an affirmative action plan developed in accordance with the standards in Part 152. Contractor shall similarly require each of its covered suborganizations (if required under Part 152) to prepare and to keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with the standards in Part 152.

4. If Contractor is not subject to an affirmative action plan, regulatory goals and timetables, or other mechanism providing for short and long-range goals for equal employment opportunity under Part 152, then Contractor shall nevertheless make good faith efforts to recruit and hire minorities and women for its aviation workforce as vacancies occur, by taking any affirmative action steps required by Part 152. Contractor shall similarly require such affirmative action steps of any of its covered suborganizations, as required under Part 152.

5. Contractor shall keep on file, for the period set forth in Part 152, reports (other than those submitted to the FAA), records, and affirmative action plans, if applicable, that will enable the FAA Office of Civil Rights to ascertain if there has been and is compliance with this subpart, and Contractor shall require its covered suborganizations to keep similar records as applicable.

6. Contractor shall, if required by Part 152, annually submit to County the reports required by Section 152.415 and Contractor shall cause each of its covered suborganizations that are covered by Part 152 to annually submit the reports required by Section 152.415 to Contractor who shall, in turn, submit same to County for transmittal to the FAA.

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## **EXHIBIT I - SECURITY REQUIREMENTS – AVIATION DEPARTMENT**

### Airport Security Program and Aviation Regulations.

Contractor shall observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Contractor, including, but not limited to, all regulations of the United States Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration. Contractor shall comply with County's Airport Security Program and the Air Operations Area ("AOA") Vehicle Access Program, and any amendments thereto, and with such other rules and regulations as may be reasonably prescribed by County, including any regulations pertaining to emergency training, and shall take such steps as may be necessary or directed by County to ensure that Subcontractor, employees, invitees, and guests of Contractor observe these requirements. If required by the Aviation Department, Contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Contractor, its Subcontractors, employees, invitees, or guests, County incurs any fines and/or penalties imposed by any governmental agency, including, but not limited to, the United States Department of Transportation, the Federal Aviation Administration, or the Transportation Security Administration, or any expense in enforcing any Federal regulations, including, but not limited to, airport security regulations, or the rules or regulations of County, and/or any expense in enforcing County's Airport Security Program, then Contractor shall pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Contractor shall rectify any security deficiency or other deficiency as may be determined as such by County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Contractor fails to remedy any such deficiency, County may do so at the sole cost and expense of Contractor. County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

(a) Access to Security Identification Display Areas and Identification Media. Contractor shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees including those who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, Contractor shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of Contractor's personnel transferred from the Airport, or terminated from the employ of Contractor, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, Contractor shall comply with the requirements of applicable Federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. Contractor shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require Contractor to conduct background investigations and

to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

(b) Operation of Vehicles on the AOA: Before Contractor shall permit any employee of Contractor or of any Subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), Contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of Contractor or of any Subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

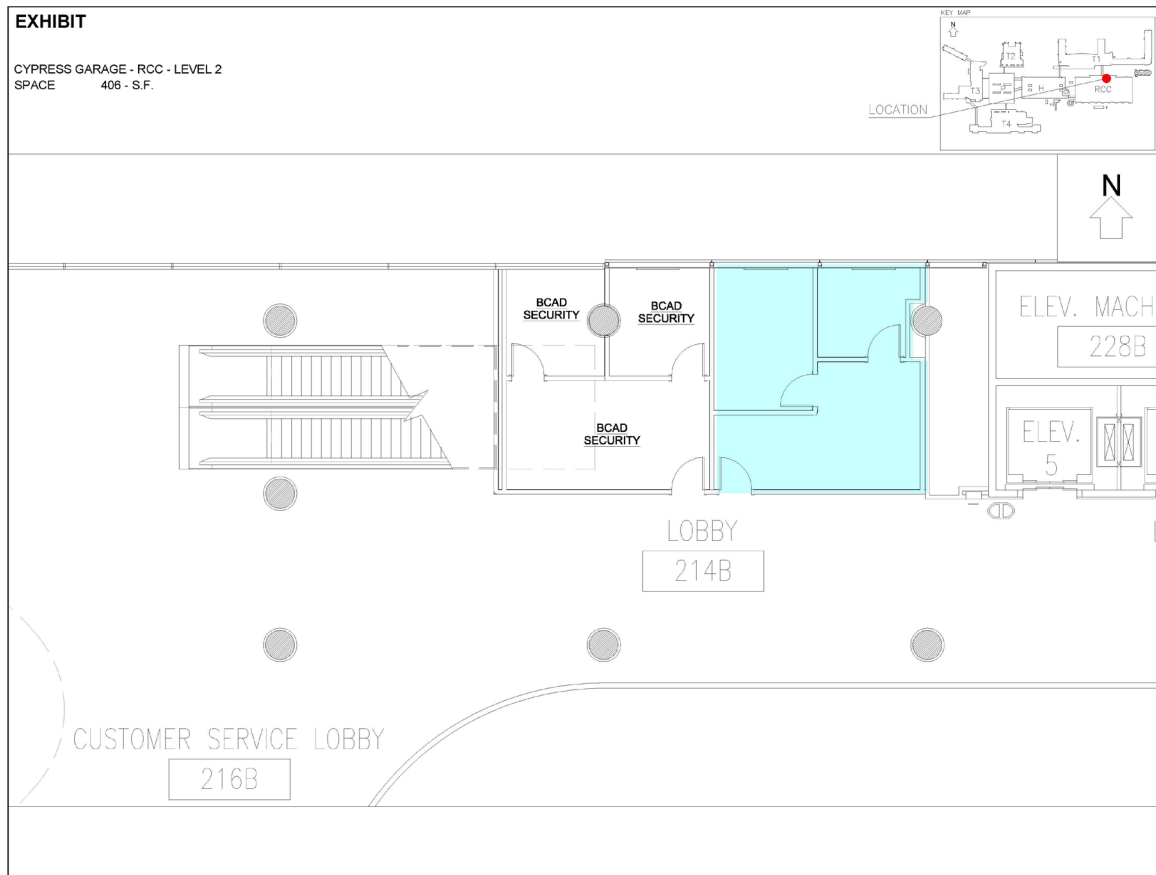
(c) Consent to Search/Inspection: Contractor's vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Contractor and its Subcontractor shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. The foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, persons not executing such consent-to-search/inspection form shall not be employed by Contractor or by any Subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by Contractor or by any Subcontractor.

(d) If any of Contractor's employees, or the employees of any of its Subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under Federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.

(e) The provisions of this exhibit shall survive the expiration or any other termination of this Agreement.

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## EXHIBIT J - SUPPORT SPACE



## **EXHIBIT K - ENSURING UNINTERRUPTED SERVICES**

Contractor recognizes the staffing challenges needed to plan and predict airport travel including travel surges due to holidays combined with the unpredictability of the deployment of potential transportation issues. We recognize the current COVID-19 crisis has forced the aviation industry to adjust quickly to adapt to a rapidly changing situation while maintaining vigilant essential services such as security. We recognize the unique qualifications that it takes to provide specialized security expertise throughout an integrated and complex airport operation.

In order to ensure continuous availability of Services, Contractor will immediately implement the planning, scheduling, and detailed administrative preparation necessary and required to ensure the operations at the Airport are uninterrupted. As an important participant in the daily operations of the Airport, we anticipate working closely with the Airport representatives to meet all Agreement terms and conditions, including the following:

1. Contractor will update all administrative procedures and documentation systems to the terms specified in the Agreement to ensure the continuous delivery of quality service from the Commencement Date.
2. Contractor will have aviation-training programs for both Contractor and Subcontractors that will provide continuous availability of new personnel to backfill any potential turnover.
3. Contractor will transfer existing employees or install new employees in their respective positions in a process that will guarantee security coverage, maintain continuity of Services, and meet all Agreement terms and conditions.
4. Contractor will provide instruction and guidance to each CSS Personnel in their respective Post Order.
5. Contractor will provide County with the best prepared and most responsive CSS Personnel. Contractor is experienced with Alpha/Bravo shifts in order to seamlessly surge operations in the case of an emergency or special event. CSS Personnel are trained to identify and respond to emergencies, can initiate emergency response protocols, and quickly take action in order to provide uninterrupted service at the Airport.
6. Contractor will establish and maintain a cooperative and solid working relationship with County to ensure uninterrupted service at the Airport.

Contractor's subcontracting supplier diversity program allows Contractor the flexibility of working with multiple subcontractors or a single subcontractor while maintaining Contractor's uniformity through training, uniform consistency, and integrated management. Contractor's internal operational policies provide a single point of contact for County and allows us to easily generate financial reports for County's record keeping and audit requirements.

Contractor's executive team understands the challenges that businesses face from firsthand experience and have implemented specific benefits to working with Contractor as a preferred contractor. These benefits include:

1. **Scheduling** – Post Orders will be made based on several factors including, but not limited to, experience, skills, post requirements, concentration/convenience of hours per week/location, and concentration of posts.
2. **County procedures and processes** – Special attention given to CBE partners due to limited experience working with County to include, but not limited to, invoicing and special request for service processes.

Contractor has extensive experience working with subcontractors and disadvantaged business partners. Contractor has a thorough vetting process prior to partnering with any subcontractor to ensure that the subcontractors have adequate business infrastructure to facilitate the Agreement.

Contractor will provide coaching and mentoring to its Subcontractors to allow them to access the same caliber of training materials that Contractor provides to Contractor's security professionals. If a problem does arise, Contractor will work in close coordination with County and OESBD to find a resolution to these issues.

Contractor will closely track Contractor's staff and CBE Subcontractor's staff to ensure that Contractor meets or exceeds County's CBE goals.

For further information, please refer to Contractor's Business Continuity Plan submitted to the Contract Administrator.