



**AGREEMENT BETWEEN BROWARD COUNTY AND UNIVERSAL PROTECTION SERVICE, LLC d/b/a
ALLIED UNIVERSAL SECURITY SERVICES, LLC, FOR SECURITY OFFICER SERVICES FOR PORT
EVERGLADES
(RFP #GEN2120642P1)**

This Agreement ("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 Port Everglades, a deep-water port located in Broward County, Florida.

B. County conducted a competitive solicitation ("RFP") seeking proposals from qualified and experienced vendors to provide the Services, as defined herein.

C. Contractor submitted a proposal to the RFP and received the highest ranking during the RFP process.

D. County and Contractor desire to enter into this Agreement.

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. **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.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Chief Executive/Port Director** means the chief executive of the Port Everglades 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 Chief Executive/Port Director, to act for the Chief Executive/Port Director with respect to any or all matters pertaining to this Agreement.

1.4. **Code** means the Broward County Code of Ordinances.

1.5. **Contract Administrator** means the Chief Executive/Port Director, or such other person designated by the Chief Executive/Port Director in writing.

- 1.6. **Contract Security Staff Personnel** or **CSS Personnel** means the staff defined in Exhibit A, Section 2.
- 1.7. **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.
- 1.8. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81 the Code.
- 1.9. **Notice to Proceed** means a written authorization to proceed with a project, phase, or task, issued by the Contract Administrator.
- 1.10. **Port Everglades** or **Port** means the deep-water port located on the lower East Coast of the Florida Peninsula at the adjoining city limits of Fort Lauderdale, Hollywood, and Dania Beach, and all Port facilities located thereon, as more specifically defined in the Tariff.
- 1.11. **Port Everglades Business Purpose Card** means as defined in Section 42.2 of the Broward County Administrative Code.
- 1.12. **Port Everglades Department** means the County department established pursuant to Section 16.1 of the Broward County Administrative Code and responsible for administering and operating Port Everglades, or any successor department.
- 1.13. **Purchasing Director** means County’s Director of Purchasing.
- 1.14. **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.
- 1.15. **Subcontractor** means an entity or individual providing Services to County through Contractor. The term “Subcontractor” includes all subconsultants.
- 1.16. **Tariff** means Tariff Number 12, as may be amended, which is electronically filed with the U.S. Federal Maritime Commission, filed in the FMC-ATFI system, and located at <https://www.porteverglades.net/development/tariff>.

ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Payment Schedule
Exhibit C	Minimum Insurance Coverages
Exhibit D	Work Authorization Form
Exhibit E	Prevailing Wage Statement of Compliance
Exhibit F	CBE Subcontractor Schedule and Letters of Intent

Exhibit G	Certification of Payments to Subcontractors and Suppliers
Exhibit H	Port Everglades Security Requirements
Exhibit I	Support Space
Exhibit J	Ensuring Uninterrupted Service

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 defines 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") on the same rates, terms, and conditions stated in this Agreement 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") on the same rates, terms, and conditions as existed at the end of the then-current term. 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 the 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 goods and Services provided under this Agreement, County will pay Contractor up to a maximum amount as follows:

Services	Not-To-Exceed Amount
Services	\$53,336,749.39
Optional Services	\$144,000.00
TOTAL NOT TO EXCEED	\$53,480,749.39

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. 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 CFR §§ 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 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.

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) 468-3508, EKENNEDY@BROWARD.ORG, 1850 ELLER DR., SUITE 603, FORT LAUDERDALE, FLORIDA 33316.

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
Governmental Center
115 South Andrews Avenue, Suite 409
Fort Lauderdale, Florida 33301
Email address: mcepero@broward.org

with a copy to:

Chief Executive/Port Director
Port Everglades Department, Broward County
1850 Eller Drive, Suite 603
Fort Lauderdale, Florida 33316
Email address: jdaniels@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 commencing 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. 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. Port Everglades Security Requirements. Contractor shall comply with the Port Everglades Security Requirements attached hereto as **Exhibit H**.

12.32. Fines and Penalties. If as a result of the acts or omissions of Contractor or Contractor's employees, County incurs any fines and/or penalties imposed by any governmental agency, 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. All such fines and/or penalties shall be deducted from any payment otherwise due to Contractor or, at County's option, invoiced by County to Contractor and paid by Contractor within thirty (30) days after the date of such invoice.

12.33. 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. Where Airport is referenced in Section 26.41 of the Broward County Administrative Code, the Port shall be substituted.

12.34. Ensuring Uninterrupted Service. The continuous availability and provision of the Services required by this Agreement is important to the operations of the Port. 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 all Subcontractors will be able to provide uninterrupted Services at the Port throughout the Term of this Agreement, the details of which are set forth in **Exhibit J**. 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 Port.

(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
_____, 20__, 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
Port Everglades Department
1850 Eller Drive, Suite 302
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404

CARLOS A.
RODRIGUEZ-
By CABARROCAS
Carlos Rodriguez-Cabarrocas (Date)
Senior Assistant County Attorney

 Digitally signed by CARLOS A.
RODRIGUEZ-CABARROCAS
Date: 2022.11.03 14:04:43 -04'00'

CRC/cr
SECURITY OFFICER SVCS FOR PEV (RFP # GEN2120642P1)
11/02/2022

**AGREEMENT BETWEEN BROWARD COUNTY AND UNIVERSAL PROTECTION SERVICE, LLC d/b/a
ALLIED UNIVERSAL SECURITY SERVICES, LLC, FOR SECURITY OFFICER SERVICES FOR PORT
EVERGLADES
(RFP #GEN2120642P1)**

CONTRACTOR

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

By: Andrew Daniels  Digitally signed by Andrew Daniels
Date: 2022.11.03 11:02:45 -04'00'

Authorized Signer

Andrew Daniels, Vice President
Print Name and Title

2 day of November, 2022

Exhibit A

Scope of Services

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

1. Services. Contractor shall provide security services at Port Everglades in accordance with the terms and conditions of this Agreement, which shall include, but not be limited to, securing security and access checkpoints (via inspections, locking/unlocking gates, etc.); staffing security desks and offices; patrolling Port Everglades (both on foot and by vehicle); escorting authorized persons; directing traffic and parking; responding to trespass and other security incidents; safeguarding and protecting all existing structures, utilities, service, roads, trees, shrubbery, etc., against damage or interrupted service; maintaining order; and performing other similar security tasks (collectively, the “Basic Security Services”), and undertaking all supervisory responsibilities that are necessary to ensure the successful performance of such Basic Security Services.

The Parties recognize that the Services contemplated herein cannot be determined with specificity as of the Effective Date. The Services shall be provided in such a manner as to meet the security needs of Port Everglades most efficiently.

2. Staffing/Operations.

A. Contract Security Staff Personnel. Contract Security Staff Personnel shall consist of the following (“CSS Personnel”):

i. **Level I Security Officers.** Contractor shall provide as many Level I Security Officers as may be required by the Contract Administrator.

(a) **Scope:** Level I Security Officers will perform the Basic Security Services at the Posts requested in writing by the Contract Administrator.

(b) **Rates:** The hourly rates for Level I Security Officers for Services performed pursuant to an approved Staffing Report (hereinafter defined) approved by the Contract Administrator shall be billed to County as stated in Article 5 at the rates set forth in **Exhibit B**.

(c) **Qualifications:** Level I Security Officers must meet at least one of the following criteria:

a. At least one (1) year 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 three (3) years of security experience.
 - d. At least one (1) year of experience as a security supervisor.
- ii. **Level II Security Officers.** Contractor shall provide as many Level II Security Officers as may be required by the Contract Administrator.
 - (a) Scope: Level II Security Officers will perform the Basic Security Services at the Posts requested in writing by the Contract Administrator.
 - (b) Rates: The hourly rates for Level II Security Officers for Services 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**.
 - (c) Qualifications: Level II Security Officers must qualify as a Level I Security Officer and must additionally have at least three (3) years of verifiable experience within the military, a civilian law enforcement agency, or a licensed security firm.
- iii. **Field Shift Supervisors.** Contractor shall provide as many Field Shift Supervisors as may be required by the Contract Administrator.
 - (a) Scope: Field Shift Supervisors will provide on-site supervision and training to Level I and Level II Security Officers to ensure that such CSS Personnel understand and properly perform their assigned duties. Field Shift Supervisors will ensure that Level I and Level II Security Officers understand and adhere to all operating procedures, Post Orders (hereinafter defined), and safety and security directives. Field Shift Supervisors will ensure proper staffing; inspect Level I and Level II Security Officers for proper attire and credentials; ensure incident reports are completed and submitted; respond to events involving Level I and Level II Security Officers; assist the Port Everglades Department, as needed; conduct post inspections; conduct mobile and foot patrols; arrange relief as needed; respond and address employee character or performance concerns; and perform similar security functions to ensure the proper performance of the Basic Security Services.
 - (b) Rates: The hourly rates for Field Shift Supervisors for Services 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**.
 - (c) Qualifications: Field Shift Supervisors must qualify as a Level II Security Officer and must additionally have at least two (2) years of

verifiable supervisory experience within the military, a civilian law enforcement agency, or a licensed security firm.

iv. **Assistant Program Manager.** Contractor shall provide one Assistant Program Manager. The Assistant Program Manager must be always accessible via cellphone (24/7) and on site at the Port at least forty (40) hours per week. The Assistant Program Manager shall be provided as part of Contractor's management overhead, and their hourly rates may not be billed to County.

(a) Scope: The Assistant Program Manager will perform the same security tasks as Field Shift Supervisors.

(b) Qualifications: The Assistant Program Manager must qualify as a Field Shift Supervisor and must additionally have at least three (3) years of verifiable supervisory experience within the military, a civilian law enforcement agency, or a licensed security firm and possess an active State of Florida Class "MB" Security Agency Manager License.

v. **Program Manager.** Contractor shall provide one Program Manager. The Program Manager must be always accessible via cellphone (24/7) and on site at the Port at least forty (40) hours per week. The Program Manager shall be provided as part of Contractor's management overhead, and their hourly rates may not be billed to County.

(a) Scope: The Program 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 Port Everglades Department.

(b) Qualifications: The Program Manager must qualify as an Assistant Program Manager (including possessing an active State of Florida Class "MB" Security Agency Manager License) and must additionally have at least four (4) years of verifiable supervisory experience within the military, a civilian law enforcement agency, or a licensed security firm.

vi. **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 possess a high school diploma or G.E.D.

- (c) Must have and maintain a valid Class "D" Security Officer license from the State of Florida, pursuant to Section 493, Florida Statutes.
 - (d) Must have and maintain a valid State of Florida Driver's license.
 - (e) Must possess an active Transportation Security Agency (TSA) issued Transportation Worker Identification Credential ("TWIC").
 - (f) Must possess a Port Everglades Business Purpose Card and submit to any necessary background checks to obtain such card.
 - (g) Must be able to communicate proficiently (both orally and in writing) in English.
 - (h) Must be fully literate in English (*i.e.*, able to read, write, speak, understand, and be understood).
 - (i) Must be proficient in the North Atlantic Treaty Organization Phonetic Alphabet and 10 Code radio communication protocols.
 - (j) Must possess the training and ability to use Microsoft Office Suite and Visitor Management Systems applications.
 - (k) 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.
 - (l) Must be able to hear and respond to audible alarms.
 - (m) 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.
 - (n) Must be physically capable of handling and manipulating baggage, containers, and other objects that are subject to screening.
 - (o) 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.
- vii. 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:

Program Manager	Robert Heard
Assistant Program Manager	Jean Sauleau

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 is 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 their 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. Contractor shall provide the Contract Administrator with the phone numbers for the Key Personnel and shall notify the Contract Administrator of any changes to such phone numbers.

vii. Key Personnel shall be authorized to represent and act for Contractor and to meet with the Contract Administrator to discuss the performance of Services under this performance of this Agreement.

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 number 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 Port 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 Services 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 shall ensure that its CSS Personnel are appropriately trained, qualified, and experienced.
- iv. Intentionally omitted.
- v. 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 a CSS Personnel staffing report to the Contract Administrator outlining the base number of CSS Personnel Contractor plans to use for Services during the applicable week ("Staffing Report"). The proposed 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, 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.
- vi. 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 permission by the Contract Administrator to amend may be verbal if due to a Surge (hereinafter defined) or

other emergency, but such permission must be set forth in writing immediately after such Surge or emergency concludes.

vii. 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.

viii. Contractor shall provide breaks to CSS Personnel in accordance with state and federal laws. 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.

ix. Contractor must submit invoices to County for Services actually performed and completed pursuant to this Agreement, as set forth in **Exhibit B** (Payment Schedule), 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.

x. Contractor shall immediately notify the Contract Administrator when any CSS Personnel no longer require access to the Port so that the Port Everglades Department can deactivate such person's Port Everglades Business Purpose Card, and must confiscate such card and immediately return such card to the Contract Administrator.

xi. Contractor shall comply with any requests from the Contract Administrator to be part of the interview process for the hiring of CSS Personnel.

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 (on duty or otherwise).
- vii. Must comply with all laws, rules, and regulations.
- 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.
- xi. Must render assistance; provide information and direction to Port patrons and members of the Port community; and deter and report damage, pilferage, removal, destruction, secreting, misappropriation, misuse, larceny, and disposition of Port 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 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, provided by Contractor.
 - (b) Flashlight, provided by Contractor.
 - (c) Two-way radio, provided by County.
- xiv. Must wear distinctive uniforms identifying them as part of Contractor, which uniforms must be approved in advance and in writing by the Contractor Administrator. Such uniforms may be used only when on official duty or while in transit between their place of residency and their assignment at the Port. 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, but do not need to be new.
 - (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) Uniform hat - "Baseball" style cap, with a patch that identifies Contractor, may be used on posts with approval of the Contract Administrator.

(d) Rank insignia must be worn on the collar or epaulet to designate status of CSS Personnel.

(e) 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.

(f) Name tags and current photo identification card issued by Contractor must be worn by CSS Personnel and visible at all times.

(g) 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 each CSS Personnel and marked with Contractor's identification logo or name, or an insignia.

(h) Uniforms must adhere to all relevant Occupational Safety and Health Administration regulations, and other applicable regulations.

(i) Contractor shall determine and provide, and CSS Personnel shall properly wear/use, prescribed Personal Protective Equipment (PPE) for assigned duties. At a minimum, Contractor shall issue, and ensure that CSS Personnel assigned to a construction site and/or AOA 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 ("hard hat").
- d. Protective work gloves.
- e. Safety glasses.
- f. Latex gloves.
- g. Hand sanitizer.

(j) Port Everglades Business Purpose Cards and TWIC shall be worn/displayed at all time while at Port Everglades.

(k) Contractor shall ensure that all non-uniformed staff, such as management and administration personnel, wear professional attire with Contractor-issued current photo identification and Port Everglades Business Purpose Card.

xv. Must not smoke, use e-cigarettes, or chew tobacco while at the Port (on duty or otherwise).

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. 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 ("Training Program"). Contractor shall make any changes to the Training Program that are requested in writing by the Contract Administrator.

i. The Training Program shall include at least the following:

(a) **Initial General MTSA Training.** Contractor shall provide an initial Maritime Transportation Security Act ("MTSA") training ("Initial General MTSA Training") to CSS Personnel before such CSS Personnel may provide Services. Such training must address at least the topics set forth in 33 CFR Part 105, Section 210.

(b) **Initial Port-Specific MTSA Training.** CSS Personnel (those existing on the Commencement Date and subsequent new hires) must complete an initial Port-specific MTSA training ("Initial Port-Specific MTSA Training") offered by County before such CSS Personnel may provide Services.

(c) **Refresher MTSA Training.** CSS Personnel must complete the Refresher MTSA Training ("Refresher MTSA Training") offered by County within one year after the date such CSS Personnel completed the Initial Port-Specific MTSA Training ("Anniversary Date"), but no earlier than thirty (30) days before such CSS Personnel's Anniversary Date, and on an annual basis thereafter.

(d) **Post-Specific Training.** Contractor shall provide an initial Post-specific training ("Post-Specific Training") to CSS Personnel before such CSS Personnel may start at a new Post. The Post-Specific Training must address all Post-specific rules and regulations and on-the-job requirements.

ii. **Measure of Success.** The measure of success for any training shall not be the time invested in training (*e.g.*, eight (8) hours), but, rather, the effectiveness with which the trained CSS Personnel is able to perform its duties. The Contract Administrator shall be the sole assessor of that effectiveness. CSS Personnel shall re-complete any training when requested in writing by the Contract Administrator due to unsatisfactory performance of Services.

iii. **Trainer.** Initial General MTSA Training and Post-Specific Training must be conducted by a qualified, experienced officer or supervisor who is approved by the Contract Administrator.

iv. **Training Cost.** County shall not be charged for any training materials or for the hourly rates for CSS Personnel taking any training required by the Training Program.

v. **Training Records.** Contractor shall designate an employee on Contractor's staff to maintain records evidencing CSS Personnel completion of the required Training Program. Any such 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.

F. **Surge Requirements.** If there is a temporary, but urgent need for additional CSS Personnel to meet emergencies such as those posed by unexpected, heightened Department of Homeland Security ("DHS") alert status, major Port incidents, or significant rapid drawdown of other Port security forces ("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 Port Everglades Business Purpose Cards) to be carded, then (upon successful card 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) further additional CSS Personnel (*i.e.*, up to twenty (20) total additional CSS Personnel) (qualified, as required by this Agreement, other than having Port Everglades Business Purpose Cards) to be carded, then (upon successful card 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) further additional CSS Personnel (*i.e.*, up to forty (40) total additional CSS Personnel) (qualified, as required by this Agreement,

other than having Port Everglades Business Purpose Cards) to be carded, then (upon successful card 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 Port Everglades Business Purpose Cards in a timely manner, as determined by the Contract Administrator.

G. 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, including, but not limited to, a semi-annual report that assesses and measures Contractor's Services.

ii. Contractor may, but is not required, to use a web and GPS-based security management software that includes incident reporting, daily activity reporting, personnel tracking, and any reports required by this Agreement.

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 incorporate the technology identified in its RFP submittal into its Services, including, at a minimum, five (5) HELIAUS® devices and seven (7) Lytx fleet monitoring devices. HELIAUS® is Contractor's proprietary, AI-powered workforce management solution that streamlines security operations, generating intelligent recommendations to help mitigate risk. The Lytx fleet monitoring system has an integrated microphone, night illumination, wide-angle dual lenses, automatic event uploads, manual record buttons, and automatic device updates.

H. Post Orders.

i. Contractor and the Contract Administrator must work together to develop post orders for all posts ("Posts") assigned to CSS Personnel by the Contract Administrator ("Post Orders"). Post Orders delineate the instructions and procedures for staffing individual posts, including any necessary emergency procedures, and define the basic work to be performed by CSS Personnel. Contractor shall meet with the Contract Administrator to develop the final 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. Post Orders must also be created, using the same process, within any timeframe requested in writing by the Contract Administrator, for all new posts added during the term of the Agreement.

ii. Contractor shall ensure that CSS Personnel comply with all Post Orders to the fullest extent possible. Contractor must emphasize to its CSS Personnel that general orders to "Protect County Personnel 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. The Contract Administrator 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 CFR Part 1520. Sensitive Security Information cannot be released except as specified in 49 CFR Part 1520.

I. Vehicles.

i. CSS Personnel may be required to operate licensed and insured marked motor vehicles 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 to conduct a vehicular patrol of an area.

ii. Contractor shall provide at least the following number of vehicles ("Vehicles") for use by CSS Personnel in providing Services: seven (7) vehicles.

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

iv. The Vehicles shall be fully equipped with at least 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. All Vehicles must be approved in writing by the Contract Administrator before use for Services.

3. **Support Space and Equipment/Supplies.**

A. Support Space. Commencing on the Commencement Date, Contractor may use the Support Space (as designated in **Exhibit I**) for office/administrative matters and other operational needs deemed necessary for the Services. If the Chief Executive/Port Director desires that Contractor utilize different locations or additional locations, or to reduce or vacate the Support Space reflected on **Exhibit I**, then upon written notice from the Chief Executive/Port Director, Contractor shall be required to utilize such different, additional, or reduced areas, or vacate the Support Space, as the case may be; provided, however, that County shall cooperate with Contractor to ensure such change is implemented on a non-interference basis 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 I** shall be automatically amended to reflect the revised Support Space upon written notice from the Chief Executive/Port Director. Contractor acknowledges that such revised Support Space might not be similar in size or configuration to the Support Space initially designated in **Exhibit I**. 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 Contract Administrator. 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 Chief Executive/Port Director acting on behalf of County.

B. Maintenance of Support Space. County, at its expense, and except as otherwise stated in this Agreement, shall maintain the Support Space at the same level of maintenance provided at other County-owned Port facilities. Such maintenance shall include janitorial services. Any level of maintenance above what is provided at other County-owned Port facilities shall be performed by Contractor, at Contractor's expense. Upon failure of Contractor to perform its maintenance obligations, after reasonable notice to Contractor, County may perform or cause the maintenance obligations to be performed at Contractor's expense, and the expense thereof shall be charged to Contractor. All such charges shall be deducted from any payment otherwise due to Contractor or, at County's option, invoiced by County to Contractor and paid by Contractor within thirty (30) days after the date of such invoice.

C. Repair/Damage to Support Space. County, at its expense, and except as otherwise stated in this Agreement, shall repair any damage to the Support Space deemed necessary for repair by the Contract Administrator; provided, however, if the Support Space, or any portion thereof, is damaged due to the improper use or negligent acts or omissions of Contractor or its employee(s), then such space shall be repaired by County (unless otherwise agreed by the Parties, with the Chief Executive/Port Director acting on behalf of County), and the cost and expense of all such repairs shall be charged to Contractor. All such charges shall be deducted from any payment otherwise due to Contractor or, at County's option, invoiced by County to Contractor and paid by Contractor within thirty (30) days after the date of such invoice.

D. Utilities. County, at its expense, shall provide the Support Space with electricity, lighting, air conditioning, water, and sewer, and shall use its best efforts to restore electrical and other utility services upon any failure thereto. If Contractor desires to install any utility other than those provided by County, Contractor must obtain prior approval from the Contract Administrator and pay all expenses related to such additional utilities. County shall not be responsible in any way to Contractor for any failure or defect in the supply, quality, or character of the electricity, lighting, air conditioning, water, sewer, or any other utility service furnished at the Support Space. County shall have the right to suspend or shut down electrical or any other utility services when necessitated by safety,

repairs, alterations, connections, upgrades, relocations, reconnections to the utility system, or for any other reason.

E. Surrender and Condition of Support Space. Upon the expiration or earlier termination of this Agreement, Contractor shall discontinue its use of the Support Space and leave the Support Space in the same condition as it was received on the first day of use, less reasonable wear and tear. If Contractor fails to comply with the terms of this section, County reserves the right to perform all necessary work to bring the Support Space to the required condition and Contractor shall be required to reimburse County for all reasonable expenses incurred. The provisions of this section shall survive the expiration or other termination of this Agreement.

F. Contractor Equipment/Supplies. During the Term, the Support Space shall be equipped/supplied by Contractor with whatever equipment/supplies it deems necessary to perform the Services, including, but not limited to, furniture, computers, security equipment, telephones, copiers, chairs, cleaning supplies, and incidental office supplies.

G. County Equipment. During the Term, County will provide two-way radios for CSS Personnel and workstations at the access control points and staffed lobby desk posts for the issuance of visitor badges ("County Equipment"). All County Equipment shall be returned to County at the expiration or earlier termination of this Agreement. Any County Equipment that is damaged due to improper use or negligent acts or omissions of Contractor or its employees shall be repaired, at the sole discretion of the Contract Administrator, and the cost and expense of all required repairs shall be charged to Contractor. All such charges shall be deducted from any payment otherwise due to Contractor or, at County's option, invoiced by County to Contractor and paid by Contractor within thirty (30) days after the date of such invoice.

4. Disincentive Charges:

A. Purpose. One of County's primary goals in granting this Agreement is to ensure the security of the Port. 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. 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 and Fifty Dollars (\$250) per occurrence.
- iv. Intentionally omitted.
- v. Failure to submit a Staffing Report in accordance with Exhibit A, Section 2(C) of this Agreement. Two Hundred and Fifty Dollars (\$250) per occurrence.
- vi. Failure to comply with Exhibit A, Section 2(C)(vii) 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. Two Hundred and Fifty Dollars (\$250) per occurrence
- vii. 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 and 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.
- viii. Failure to comply with the Training requirements set forth in Exhibit A, Section 2(E) of this Agreement. Two Hundred and Fifty Dollars (\$250) per occurrence.
- ix. Failure to comply with the Surge requirements set forth in Exhibit A, Section 2(F) of this Agreement. Five Hundred Dollars (\$500) per occurrence.

- x. Failure to comply with the Contractor Requirements set forth in Exhibit A, Section 2(G) of this Agreement. Two Hundred and Fifty Dollars (\$250) per occurrence.
- xi. Failure to comply with the Post Orders requirements set forth in Exhibit A, Section 2(H) of this Agreement. Fifty Dollars (\$50) per occurrence.
- xii. Failure of Contractor to provide any 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 may 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 the 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 their 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 and charged to County at the rate set forth in Exhibit B.

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, including, but not limited to, licenses, uniforms, background checks, badges, Contractor-provided items, etc., 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 per Hour
Level I Security Officers	\$28.69/hour
Level I Security Officers (Overtime/Holiday)	\$34.53/hour
Level II Security Officers	\$30.41/hour
Level II Security Officers (Overtime/Holiday)	\$36.71/hour
Field Shift Supervisors	\$29.08/hour
Field Shift Supervisors (Overtime/Holiday)	\$40.55/hour
Assistant Program Manager	Not Billable
Program Manager	Not Billable
Vehicles (seven vehicles)	\$1,600 per vehicle per month
Maximum Not-To-Exceed Amount for all Services for Contract Year 1	\$10,054,046.30

Contract Year 2:

Staff/Personnel	Rate per Hour
Level I Security Officers	\$29.55/hour
Level I Security Officers (Overtime/Holiday)	\$35.57/hour
Level II Security Officers	\$31.32/hour
Level II Security Officers (Overtime/Holiday)	\$37.81/hour
Field Shift Supervisors	\$29.95/hour
Field Shift Supervisors (Overtime/Holiday)	\$41.77/hour
Assistant Program Manager	Not Billable
Program Manager	Not Billable
Vehicles (seven vehicles)	\$1,600 per vehicle per month
Maximum Not-To-Exceed Amount for all Services for Contract Year 2	\$10,351,635.69

Contract Year 3:

Staff/Personnel	Rate per Hour
Level I Security Officers	\$30.44/hour
Level I Security Officers (Overtime/Holiday)	\$36.63/hour
Level II Security Officers	\$32.26/hour
Level II Security Officers (Overtime/Holiday)	\$38.94/hour
Field Shift Supervisors	\$30.85/hour
Field Shift Supervisors (Overtime/Holiday)	\$43.02/hour
Assistant Program Manager	Not Billable
Program Manager	Not Billable
Vehicles (seven vehicles)	\$1,600 per vehicle per month
Maximum Not-To-Exceed Amount for all Services for Contact Year 3	\$10,658,152.76

Contract Year 4 (if extended):

Staff/Personnel	Rate per Hour
Level I Security Officers	\$31.35/hour
Level I Security Officers (Overtime/Holiday)	\$37.73/hour
Level II Security Officers	\$33.23/hour
Level II Security Officers (Overtime/Holiday)	\$40.11/hour
Field Shift Supervisors	\$31.78/hour
Field Shift Supervisors (Overtime/Holiday)	\$44.31/hour
Assistant Program Manager	Not Billable
Program Manager	Not Billable
Vehicles (seven vehicles)	\$1,600 per vehicle per month
Maximum Not-To-Exceed Amount for all Services for Contact Year 4	\$10,973,865.34

Contract Year 5 (if extended):

Staff/Personnel	Rate per Hour
Level I Security Officers	\$32.29/hour
Level I Security Officers (Overtime/Holiday)	\$38.86/hour
Level II Security Officers	\$34.23/hour
Level II Security Officers (Overtime/Holiday)	\$41.32/hour
Field Shift Supervisors	\$32.73/hour
Field Shift Supervisors (Overtime/Holiday)	\$45.64/hour
Assistant Program Manager	Not Billable
Program Manager	Not Billable
Vehicles (seven vehicles)	\$1,600 per vehicle per month

Maximum Not-To-Exceed Amount for all Services for Contact Year 5	\$11,299,049.30
--	-----------------

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 per Year per Vehicle
Vehicle	\$1,600 per vehicle per month

Table C: Estimated Hours

Estimated Annual Hours for Services (includes contingency)

CLASSIFICATION	ESTIMATED ANNUAL HOURS
Level I Security Officers	241,350
Level I Security Officers (Overtime/Holiday)	8,750
Level II Security Officers	64,780
Level II Security Officers (Overtime/Holiday)	2,800
Field Shift Supervisors	20,150
Field Shift Supervisors (Overtime/Holiday)	850
Assistant Program Manager (Not Billable)	2,080
Program 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 Port 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.

EXHIBIT C **INSURANCE REQUIREMENTS**

Project: Security Services
Agency: Port Everglades

TYPE OF INSURANCE	ADD L INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$ 1,000,000	\$2,000,000
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services project.</i>	☒	☒	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$1,000,000	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☐ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	☒	☒			
☒ WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$1,000,000	
☐ POLLUTION / ENVIRONMENTAL LIABILITY	☒	☒	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$ 2 years	
☒ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A	☒	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$2,000,000 2 year \$100,000	\$2,000,000
☐ Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood): *Maximum Deductible:	Not to exceed 5% of completed value \$10 k	Completed Value
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Vendor insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Vendor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

CERTIFICATE HOLDER:

Broward County
1850 Eller Drive
Fort Lauderdale, Florida 33316

Attention: **Vincent Tuzeo**

Digitally signed by NORMAGENE DMYTRIW
DN: dc=cty, dc=broward, dc=bc, ou=Organization,
ou=PEV, ou=Users, cn=NORMAGENE DMYTRIW
Date: 2019.12.09 10:49:31 -05'00'

Risk Management Division

Exhibit D
Work Authorization for Agreement _____

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.)

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, Broward County Code of Ordinances, 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 their knowledge.



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR
AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each CBE firm)

Solicitation Number: Bid GEN2120642P1	Project Title: Security Officer Services for Port Everglades Allied Universal Security Services
Bidder/Offeror Name: _____	
Address: <u>6301 NW 5th Way, Suite 5500</u>	City: <u>Ft. Lauderdale</u> State: <u>FL</u> Zip: <u>33309</u>
Authorized Representative: <u>Bob Wood</u>	Phone: <u>347-728-1702</u>

CBE Subcontractor/Supplier Name: HAYNES SECURITY SERVICES INC d/b/a INVISIBLE INVESTIGATIONS
Address: 7121 ALHAMBRA BLVD City: Miramar State: FL Zip: 33023
Authorized Representative: Ed Haynes Phone: 855-707-6082

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform subcontracting 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*	CBE Contract Amount†	CBE Percentage of Total Project Value
Security Services	561612	25% of Contract	25%

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

CBE Subcontractor/Supplier Authorized Representative

[Signature] President 8/31/2021
(Signature) (Title) (Date)

Bidder/Offeror Authorized Representative

[Signature] President 8/31/2021
(Signature) (Title) (Date)

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible. † To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

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

Port Everglades Security Requirements

A. Port Everglades Locations

i. The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90-day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents, and servants visiting or working on the port projects. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually, and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call (954) 765-4225.

ii. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

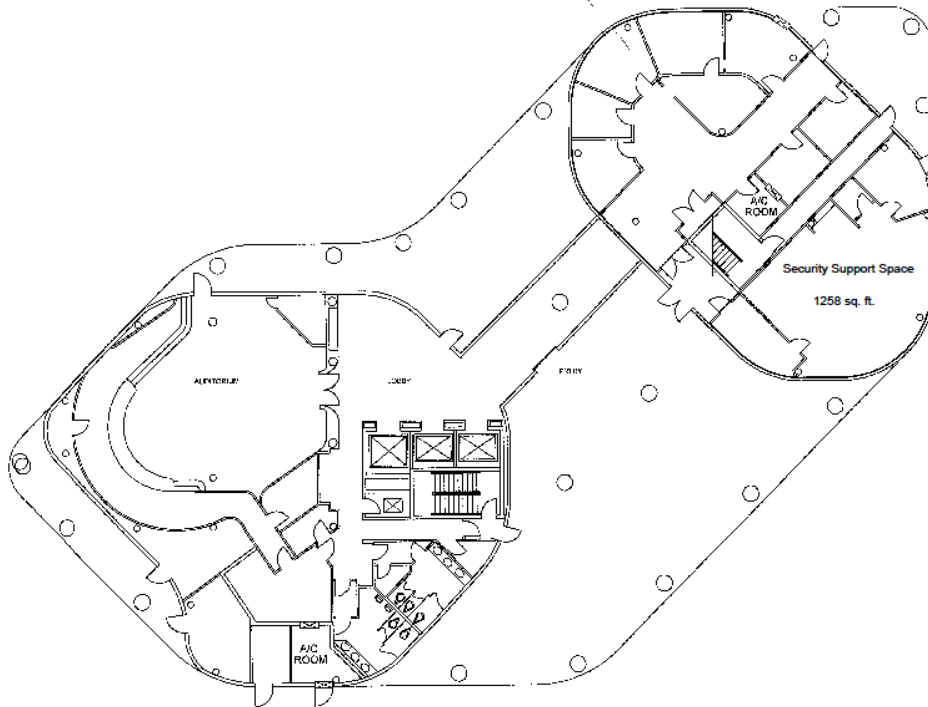
iii. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go online to <https://www.tsa.gov/for-industry/twic>.

EXHIBIT I

Support Space

Exhibit I

Port Administration Building 1850 Eller Dr. Fort Lauderdale, FL 33316
First Floor



OVERALL FIRST FLOOR PLAN
SCALE: NTS

	
P.O. Box 40 1000 Lake St. North Platte, NE 68101 (402) 335-1000	
PROJECT NO. _____ DRAWING NO. _____ SHEET NO. _____	
PROJECT NAME _____ PROJECT LOCATION _____ PROJECT OWNER _____ PROJECT ENGINEER _____ PROJECT ARCHITECT _____ PROJECT CONTRACT NO. _____ PROJECT START DATE _____ PROJECT END DATE _____ PROJECT STATUS _____ PROJECT DESCRIPTION _____ PROJECT COMMENTS _____ PROJECT NOTES _____ PROJECT REVISIONS _____ PROJECT APPROVAL _____ PROJECT SIGNATURE _____ PROJECT DATE _____ PROJECT TIME _____ PROJECT PLACE _____ PROJECT WEATHER _____ PROJECT MOON _____ PROJECT STARS _____ PROJECT PLANETS _____ PROJECT GALAXIES _____ PROJECT UNIVERSE _____ PROJECT GODS _____ PROJECT DEMIGODS _____ PROJECT MONSTERS _____ PROJECT HEROES _____ PROJECT LEGENDS _____ PROJECT MYTHS _____ PROJECT FAIRYTALES _____ PROJECT FOLKLORE _____ PROJECT TRADITIONS _____ PROJECT CUSTOMS _____ PROJECT BELIEFS _____ PROJECT OPINIONS _____ PROJECT ATTITUDES _____ PROJECT VALUES _____ PROJECT PRIORITIES _____ PROJECT GOALS _____ PROJECT OBJECTIVES _____ PROJECT RESULTS _____ PROJECT IMPACT _____ PROJECT LEGACY _____ PROJECT FUTURE _____ PROJECT HOPE _____ PROJECT DREAMS _____ PROJECT VISIONS _____ PROJECT IDEAS _____ PROJECT INVENTIONS _____ PROJECT DISCOVERIES _____ PROJECT KNOWLEDGE _____ PROJECT WISDOM _____ PROJECT SKILLS _____ PROJECT TALENTS _____ PROJECT ABILITIES _____ PROJECT POTENTIAL _____ PROJECT CAPABILITIES _____ PROJECT STRENGTHS _____ PROJECT WEAKNESSES _____ PROJECT OPPORTUNITIES _____ PROJECT THREATS _____ PROJECT RISKS _____ PROJECT CHALLENGES _____ PROJECT OBSTACLES _____ PROJECT PROBLEMS _____ PROJECT SOLUTIONS _____ PROJECT STRATEGIES _____ PROJECT TACTICS _____ PROJECT TECHNIQUES _____ PROJECT TOOLS _____ PROJECT EQUIPMENT _____ PROJECT MATERIALS _____ PROJECT SUPPLIES _____ PROJECT SERVICES _____ PROJECT CONTRACTORS _____ PROJECT SUBCONTRACTORS _____ PROJECT VENDORS _____ PROJECT SUPPLIERS _____ PROJECT DISTRIBUTORS _____ PROJECT RETAILERS _____ PROJECT WHOLESALE _____ PROJECT MANUFACTURERS _____ PROJECT IMPORTERS _____ PROJECT EXPORTERS _____ PROJECT TRADERS _____ PROJECT DEALERS _____ PROJECT AGENTS _____ PROJECT BROKERS _____ PROJECT INTERMEDIARIES _____ PROJECT FACILITATORS _____ PROJECT COORDINATORS _____ PROJECT MANAGERS _____ PROJECT SUPERVISORS _____ PROJECT INSTRUCTORS _____ PROJECT TRainers _____ PROJECT MENTORS _____ PROJECT COACHES _____ PROJECT ADVISORS _____ PROJECT CONSULTANTS _____ PROJECT EXPERTS _____ PROJECT SPECIALISTS _____ PROJECT PROFESSIONALS _____ PROJECT AMATEURS _____ PROJECT HOBBYISTS _____ PROJECT ENTHUSIASTS _____ PROJECT FANS _____ PROJECT FOLLOWERS _____ PROJECT SUPPORTERS _____ PROJECT BACKERS _____ PROJECT SPONSORS _____ PROJECT PATRONS _____ PROJECT DONORS _____ PROJECT CONTRIBUTORS _____ PROJECT PARTICIPANTS _____ PROJECT MEMBERS _____ PROJECT ASSOCIATES _____ PROJECT PARTNERS _____ PROJECT COLLEAGUES _____ PROJECT TEAMS _____ PROJECT GROUPS _____ PROJECT ORGANIZATIONS _____ PROJECT INSTITUTIONS _____ PROJECT AGENCIES _____ PROJECT COMPANIES _____ PROJECT FIRMS _____ PROJECT BUSINESSES _____ PROJECT ENTERPRISES _____ PROJECT INDUSTRIES _____ PROJECT SECTORS _____ PROJECT MARKETS _____ PROJECT ECONOMY _____ PROJECT SOCIETY _____ PROJECT CULTURE _____ PROJECT CIVILIZATION _____ PROJECT COMMUNITY _____ PROJECT NEIGHBORHOOD _____ PROJECT VILLAGE _____ PROJECT TOWN _____ PROJECT CITY _____ PROJECT COUNTY _____ PROJECT STATE _____ PROJECT NATION _____ PROJECT WORLD _____ PROJECT UNIVERSE _____ PROJECT COSMOS _____ PROJECT GALAXY _____ PROJECT SOLAR SYSTEM _____ PROJECT PLANET _____ PROJECT MOON _____ PROJECT STAR _____ PROJECT COMET _____ PROJECT METEOR _____ PROJECT SHOOTING STAR _____ PROJECT AURORA _____ PROJECT ECLIPSE _____ PROJECT SOLAR FLARE _____ PROJECT COSMIC RAY _____ PROJECT GRAVITY _____ PROJECT LIGHT _____ PROJECT SOUND _____ PROJECT TASTE _____ PROJECT SMELL _____ PROJECT TOUCH _____ PROJECT FEEL _____ PROJECT THINK _____ PROJECT KNOW _____ PROJECT UNDERSTAND _____ PROJECT BELIEVE _____ PROJECT TRUST _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____ PROJECT SADNESS _____ PROJECT HAPPINESS _____ PROJECT PEACE _____ PROJECT WAR _____ PROJECT LOVE _____ PROJECT HATE _____ PROJECT FEAR _____ PROJECT ANGER _____	



Exhibit J - ENSURING UNINTERRUPTED SERVICES (Port Everglades)

Ensuring Uninterrupted Service.

Allied Universal recognizes the staffing challenges needed to plan and predict seaport travel including travel surges due to holidays combined with the unpredictability of the deployment of a COVID or other potential transportation issues – as well as other potential 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 seaport operation.

In order to ensure continuous availability of services, Allied Universal will immediately implement the planning, scheduling and detailed administrative preparation necessary and required to ensure that our operations of the new contract. As an important participant in the daily operations, we anticipate working closely with Port Everglades (PEV) representatives to effectively meet all contract requirements.

- Update all administrative procedures and documentation systems specified within the terms of the agreement to ensure the continuous delivery of quality service from the date of contract start-up.
- Have in place seaport training programs for both Allied Universal and our subcontractors that will provide continuous availability of new personnel to backfill any potential turnover.
- Transfer existing employees or install new employees in their respective positions in a process that will guarantee security coverage, maintain continuity of service and meet all contract responsibilities.
- Provide instruction and guidance to each security officer in their respective post assignments.
- Allied Universal is dedicated to providing the County with the best prepared and most responsive security personnel. Allied Universal is experienced with Alpha/Bravo shifts in order to seamlessly surge operations in the case of an emergency or special event. Security officers are trained to identify and respond to emergencies and can act as the County's on-the-ground leader to initiate emergency response protocols—and quickly take action in order to provide uninterrupted service at the seaport.
- Establish and maintain a cooperative and solid working relationship between Allied Universal and Port Everglades (PEV) to ensure the communication necessary to provide uninterrupted service at Port Everglades (PEV).

Our subcontracting Supplier Diversity Program allows us the flexibility of working with multiple subcontractors or a single subcontractor while maintaining our uniformity through training, uniform consistency, and integrated management. Our internal operational policies provide a single point of contact for the client and allow us to easily generate financial reports for client's record keeping and audit requirements.

Furthermore, as can be seen in our Supplier Diversity Program, our executive team understands the challenges that small businesses face from firsthand experience and have implemented specific benefits to working with Allied Universal as a preferred subcontractor. These benefits include:

- **Scheduling** - Assignments will be made based on several factors including experience & skills, post requirements, concentration/convenience of Hours per Week/Location & Concentration of posts, etc.



- **County procedures and processes** - Special attention given to CBE partners due to limited experience working with Broward County to include, invoicing, Special Request for Service processes.

Allied Universal has extensive experience working the sub-contractors and disadvantaged business partners. We have a thorough vetting process prior to partnering to ensure that our partners have adequate business infrastructure to facilitate the contract.

In addition, we provide coaching and mentoring for our small business partners to allow them to access the same caliber of training materials that we provide to our own Security Professionals. If a problem does arise, we will work in close coordination with Broward County and the CBE office to find a resolution to these issues.

If, in coordination with Broward County officials, determine that the vendor is unable to fulfill its duties and they ultimately need to be replaced with another vendor we will proceed with vetting a future partner. We will closely track in-house staff and CBE/subcontractor staff to ensure that we meet or exceed the County's CBE goals.

Allied Universal®

Business Continuity Plan



Table of Contents

Executive Summary	3
Crisis Communications Team.....	3
Typical Emergency Scale & Scope.....	5
Common Emergency Situations & Response Scenarios.....	6
Company Objectives in an Emergency.....	8
Business Continuity Plan Assumptions.....	9
Allied Universal Tactical Alert.....	10
Corporate Command Center.....	10
Backup Command Center.....	11
Communications.....	13
Emergency Supplies.....	14
Business Continuity Plan/Crisis Team.....	15
Emergency Command Center.....	16
Fictional Checklist and Responsibility Matrices.....	17
Plan Awareness.....	20
Branch and Region Contacts.....	21
Confidential Company Directory.....	22
Disclaimer.....	23

Executive Summary

Introduction

As a key security provider to many facilities throughout North America, Allied Universal recognizes the importance of planning, preparing and training to effectively respond to and support our employees, our clients, and our company in the event of a major emergency or disaster. As a consequence, each Allied Universal Branch is required to have an up-to-date Business Continuity Plan at all times.

Company Mission

Our mission is to execute response and recovery operations to meet our responsibility as an employer and our legal commitments as a security services provider to our clients' assets during a major emergency or a disaster.

Execution

The objectives of the Business Continuity Plan (hereafter referred to as the Plan) are as follows:

1. Restore internal operations. The first priority is to establish internal command and control to execute response and recovery operations for our company. It will be necessary to resume critical internal functions, and verify the safety of our employees, before proceeding with other priorities.
2. Provide operational support to client sites. Once internal operations have been prioritized for restoration, then focus may be shifted to providing operational support for clients.
3. Establish a representative framework. Every event and/or scenario is not predictable thus the Plan is intended to be used as a reference guide

Command and Control

Individuals specified in the branch, region and corporate organizational charts will be in charge of the response and recovery operations. The primary responsibility of mobilizing the Emergency Command Center (ECC) resides with company representatives who represent the executive level of the response and recovery operations effort.

The ECC will directly support local teams and coordinate response and recovery operations. In the event the ECC is not functional, back-up command center locations are designated in the Plan.

Crisis Communication Team (See Crisis Communications Plan for specific list)

In the event of an emergency or crisis, the following individuals will be notified. Some of these individuals may also have a role at the ECC, depending on the region and nature of the event.

*CEO

*CIO

*Regional Presidents

*Chief Administrative Officer

*Incident commanders (RVP, GM/Branch Mgr./Div. Mgr. and/or Operations Mgr.)

*CHRO

*SVP Chief Safety and Risk Officer

*VP of Marketing

*Corporate Public Relations Manager

*General Counsel

Typical Emergency Scale and Scope

There are varying scales and scopes of an emergency, each potentially requiring a different response from Allied Universal.

Facility Specific Emergency

A facility specific emergency is typically referred to as an incident or situation. It may involve a natural or man-made event such as an aircraft crash, civil disturbance/riot, earthquake, flood, landslide, pandemic flu, severe weather/hurricane/tornado, terrorist incident, or wildfire.

First responders, depending on the nature and scale of the emergency, will primarily be the facility management team, the on-site security personnel and local branch support. Since such an incident or situation is property specific, local emergency services such as fire, police and medical will most likely be available.

If required, an Emergency Command Center (ECC) would be established and located within close proximity of the affected specific property to provide direct coordination.

Local or Regional Emergency

A local or regional event is typically referred to as a disaster. If multiple locations or entire areas are impacted by an event, local emergency services personnel will be heavily taxed to manage the emergency. For this, the Emergency Command Center (ECC) will be activated immediately at an Allied Universal primary or secondary location.

Common Emergency Situations and Response Scenarios

Below is a partial list of common emergency situations. Any one of these situations is possible, though some situations have higher probabilities than others.

Aircraft Incident – A downed aircraft will be considered a major local emergency for the purposes of this plan. Regardless of whether or not an Allied Universal secured property is impacted, the areas surrounding such an emergency may require additional staffing. Should an Allied Universal secured property be directly impacted, its emergency procedures will go into effect and additional staffing may be dispatched to the property or area.

Riot – A riot is “a form of civil disorder often by what is thought of as disorganized groups lashing out in a sudden and intense rash of violence against authority, property or people. While individuals may attempt to lead or control a riot, riots are thought to be typically chaotic and exhibit herd behavior.”¹ “Riots typically involve vandalism and the destruction of private and/or public property. The specific property to be targeted varies depending on the cause of the riot and the inclinations of those involved. Targets may include shops, cars, restaurants, state-owned institutions, and religious buildings.”² Allied Universal will immediately implement our emergency and tactical alert procedures and additional staffing may be deployed.

Earthquake – Perhaps the highest and most probable threat on the West Coast, particularly in the Allied Universal SW and NW Regions, is an earthquake. A high magnitude earthquake may impact multiple properties, multiple clients and hundreds, if not thousands, of Allied Universal employees. Depending on its size and magnitude, it may also impact city and municipal transportation, local streets, freeways and communication systems. In such an event, it is assumed a significant number of Allied Universal secured properties have been impacted and may require additional staffing. Allied Universal will immediately implement our tactical alert procedures and additional staffing may be deployed.

Flood – While possible at almost any location, flooding on a large enough scale to be considered a local emergency is a low risk and is considered highly unlikely. Should an

¹ Braha, D (2012) *Global Civil Unrest: Contagion, Self-Organization, and Prediction*. PLoS ONE 7(10): e48596, Eprint as quoted in Wikipedia, “Riot,” <<http://en.wikipedia.org/wiki/Riot>>, (22 August 2013).

² Wikipedia, “Riot,” <<http://en.wikipedia.org/wiki/Riot>>, (22 August 2013).

emergency flood situation occur, Allied Universal may be asked to provide additional personnel. If warranted, Allied Universal's emergency and tactical alert procedures will go into effect and additional staffing may be deployed.

Landslides – Depending on scale, landslides may be categorized as natural emergencies within the scope of this plan. This liquefaction of earth resulting from rain, earthquake, or other drivers may result in blocked roads, washed out buildings, and/or heavy infrastructure damage. This is usually a seasonal event and is typically isolated to specific areas. This is a low probability event.

Pandemic Virus– Depending on scale, a pandemic could reach a large portion of the population and therefore be categorized within the scope of this plan. On a macro scale, Allied Universal would follow and implement recommendations from the Center for Disease Control regarding hygiene and prevention for all of our security professionals and employees. Under this scenario, Allied Universal branch offices would be responsible to distribute necessary personal protective equipment (PPE) to specific employees, which may include masks, gloves, hand sanitizers, and prevention tips to emergency help reduce the threat of spreading the virus. If warranted, Allied Universal's emergency and tactical alert procedures will go into effect and additional staffing may be deployed.

Severe Weather/Tornadoes/Hurricanes – Severe weather, including tornadoes, hurricanes, thunderstorms, high winds, blizzards, extreme high or cold temperatures, etc. could occur in many of Allied Universal's regions. Should such severe weather occur, Allied Universal may be asked to provide additional personnel. If warranted, Allied Universal's emergency and tactical alert procedures will go into effect and additional staffing may be deployed.

Wildfire – An increase in recent years, brush fires may be considered a serious concern when they come close to urban areas. Despite the thousands of acres burned each year, few have occurred in commercial settings. Should an emergency situation occur, Allied Universal may be asked to provide additional personnel. If warranted, Allied Universal's emergency and tactical alert procedures will go into effect and additional staffing may be deployed.

Company Objectives in an Emergency

Restore Internal Operations – Allied Universal's first priority is establishing internal command and control to execute recovery operations for our company and our clients. Allied Universal will do whatever is necessary to resume critical internal functions, verify the safety of its employees and assist in emergency operations at client facilities.

Evacuation and Site Control – After Allied Universal employees protect themselves from harm they may then assist in the appropriate emergency response procedures at their facility. Tasks may include evacuating personnel, managing triage and safe refuge areas, assisting emergency response personnel and securing the perimeter of the involved facility.

Additionally, Allied Universal's role will be to assist its clients in making their facilities safe to occupy and returning them to a functional mode. During this time, Allied Universal also must be prepared for the need of Allied Universal employees to assist their families and take care of emergency issues at their homes and involving family members.

Staffing – A Tactical Alert is specifically for catastrophic events that affect an entire geographic area or region. Allied Universal teams must be prepared to immediately implement a Tactical Alert. In a tactical alert, all employees, administrative and hourly, will be assigned to 12 hour shifts. Depending on the magnitude of the emergency, all personnel must be prepared to continue to work 12 hour shifts for up to 2 weeks. By implementing the Tactical Alert, Allied Universal is freeing up one third of its work force in any geographic area. These additional people will be used to fill-in for anticipated turn over and call offs, and for additional resource requests.

Administration – Allied Universal will assume primary coordination between its employees and its current clients. The Crisis Preparedness Plan will be executed with direction from Allied Universal senior management. During this time, as resources will be limited, Allied Universal will not provide services to non-Allied Universal customers.

Command and Control – Individuals specified by Allied Universal's Branch, Region and Corporate offices will be in charge of the emergency response and recovery operation. The Emergency Command Center (ECC) will constitute the executive level of the operations team. The ECC will directly support the local teams and coordinate recovery

operations via organized, functional teams. In the event the ECC is not functional, a back-up location will be designated.

Business Continuity Plan Assumptions

- There may be no access to Allied Universal's computer network for several days. Back-up network usage will be dependent upon ability to access the Internet. Hard copy schedules and client and employee roster information will be required.
- Telephone usage may not be available for several days after the event.
- A local branch office may be inoperable and branch staff may have to work from their homes or vehicles, or at another designated branch location.
- Each Allied Universal Region President will assume the functional team leader position and the specific responsibility for supporting his or her branch(s) team.
- Each Region will endeavor to operate at its maximum efficiency given the available resources at that time. Additional resources will be provided based on availability and Allied Universal's ability to respond to a certain geographic area.

Company Size and Available Resources

Allied Universal's Corporate Office is located in Santa Ana, California. In addition, there are multiple branch offices located throughout the nation.

Allied Universal, due to its widespread presence in many major markets, has the ability to draw security personnel from its other locations which may be unaffected by an emergency or disaster.

Allied Universal Tactical Alert

This term mirrors local law enforcement and requires all security personnel and administrative staff officers to immediately go to a seven (7) day per week, twelve (12) hour shift.

All vacations are put on hold, exceptions may be made on a case by case basis with branch office leadership, and all officers are deployed to existing customers.

If the emergency situation continues for longer than two weeks (14 days), schedules will be adjusted to a five (5) day work week, twelve (12) hours per day, for a maximum work week of sixty (60) hours.

By implementing the Allied Universal Tactical Alert Plan, Universal is freeing up one third of its work force in any geographic area. These additional people will be used to fill-in for anticipated turn over and call offs, and for additional resource requests.

No additional specials or new accounts will be accepted, and Allied Universal will only be providing for the security needs of its current customers.

In addition to the tactical alert staffing plan, Allied Universal has the ability to draw additional security personnel from other Allied Universal locations which may be unaffected by the emergency or disaster.

Should off-duty or retired police/law enforcement personnel be required, Allied Universal may be able to provide such personnel in select areas. The availability of armed services will depend on the type of incident, its geographical extent, and its impact on essential services.

Corporate or Region Emergency Command Center

Location of a regional Emergency Command Center (ECC) is determined by the individual region.

Command Center Staff

- Chief Executive Officer (depending on the nature of the incident)
- Chief Administrative Officer
- General Counsel
- CHRO
- Chief Safety and Risk Officer
- VP of Risk Management
- Regional Presidents

- VP of Marketing
- Corporate PR Manager
- Other staff as determined by the nature of the incident

Command Center Responsibilities

- Take incoming calls from branch teams during and following any catastrophic event, assist with supporting requests
- Relay any updated communication and warnings
- Inform clients of Allied Universal emergency response services
- Contact employees and verify their safety and availability
- Collect information regarding conditions and relay status to clients
- Coordinate activities between client, Allied Universal staff and emergency response teams
- Authorize emergency requests and allocate resources
- Communicate with city and state emergency services communicate information to Allied Universal personnel and clients
- Communicate with Allied Universal Corporate entities (Executive management, HR, Legal and Finance)

Back-Up Command Centers

Event Location	Back-Up ECC	Secondary Back-up

Communications

Back-Up Generator

Back-up generator is currently located at the Allied Universal Customer Service Center capable of sustaining uninterrupted power to all systems during any power loss. There may be such a portable generator available at the regional ECC.

Mobile Phones

A mobile phone is provided for each Allied Universal manager.

Communication with Clients and Employees

Copies of client and employee contact numbers are maintained by each branch office.

Out-Of-State Numbers

Since Allied Universal operates in multiple states, out-of-state numbers for personnel in these areas may be utilized for communication purposes.

All Branch, Region and Corporate staff member should wear a company identification card. Area specific emergency identification cards may be designed for access into community-wide disaster zones - this will be managed by the region involved.

Business Continuity Plan Execution

Crisis Communication Team

The Crisis Communication Team is notified and/or notified to determine the appropriate response (see Crisis Communications Plan).

The Crisis Communication Team consists of the following persons:

- CEO
- CIO
- Chief Administrative Officer
- Regional Presidents
- Incident commander (RVP, GM/Branch Mgr./Div. Mgr. and/or Operations Mgr.
- CHRO
- VP of Risk Management
- VP of Marketing
- Corporate Public Relations Manager
- General Counsel
- Chief Safety and Risk Officer

Note: The incident commander may be the issuer of the emergency notice.

Emergency Command Center

The Emergency Command Center (ECC) is used to help direct, with the assistance of field operations management, local response and recovery operations.

Branch Operations Staff

Branch operations staff help contact and communicate with employees in a disaster area to ensure all employees are accounted for. They will assist in ensuring all deployed personnel are located. They will establish communication and possible transportation methods to enable the deployment of personnel.

This Plan requires operations to implement the necessary steps to ensure a safe work environment for all employees.

Client Notification Team

A client notification team helps communicate with clients to identify the operating status of each property. The region and branch management team will address client requests for additional support or requests with the recovery effort.

Management Support Team

The region and branch management teams provide additional supervision and support to emergency areas. They will assist in the deployment of additional personnel and resources.

Infrastructure Recovery Team

The infrastructure recovery team of IT and communications services provide support during the recovery effort. This team performs recovery operations with assistance from the Corporate IT Department.

Functional Checklists and Responsibility Matrices

Functional checklists and responsibility matrices for Branch, Region, and Corporate operations may be developed according to the functions needed to be performed and those persons who may be responsible for performing these functions. The checklists should address both during normal business hours and after business hours operations.

An example of a checklist is as follows:

#	Action
1	Email is sent to alert@aus.com notifying the crisis communication team.
2	PR Team to monitor news.
3	Establish communication with ECC or
4	Determine local ECC (if Branch office is unavailable).
5	Check branch phones, computers, emergency supplies, etc.
6	Check on client sites and establish contact with PCs/SDs.
7	Have supervisors/SPs provide assessment of injuries.
8	Have supervisors/SPs provide assessments of property damage.
9	Instruct supervisors to contact and update PMs and Engineers.
10	Assist with contacting major clients.
11	Begin scheduling 12 hour shifts if applicable
12	Identify primary areas and secondary areas of concern.
13	Establish response plan to address primary/secondary issues.
14	Follow up with ECC and Regional VP.
15	Continue to monitor situation and provide assistance and updates.

Person Assigned	Task Description (Business Hours)
	Establish communication with ECC.
	Establish communication with Regional VP.
	Establish communication with branch staff and FTMs.
	Check branch phones, computers, emergency supplies, etc.
	Check on client sites and establish contact with PCs/SDs.
	Have supervisors/SPs provide assessment of injuries
	Have supervisors/SPs provide assessments of property damage.
	Instruct supervisors to contact and update PMs and Engineers.
	Assist with contacting major clients.
	Begin scheduling 12 hour shifts if applicable.
	Determine local ECC (if Branch office is unavailable).
	Identify primary areas and secondary areas of concern.
	Establish response plan to address primary/secondary issues.
	Follow up with ECC and Regional VP.
	Continue to monitor situation and provide assistance and updates.
Person Assigned	Task Description (After Hours)
	Establish communication with ECC.
	Establish communication with Regional VP.
	Establish communication with branch staff and FTMs.
	Check branch phones, computers, emergency supplies, etc.
	Check on client sites and establish contact with PCs/SDs.
	Have supervisors/SPs provide assessment of injuries.
	Have supervisors/SPs provide assessments of property damage.
	Instruct supervisors to contact and update PMs and Engineers.
	Assist with contacting major clients.
	Begin scheduling 12 hour shifts if applicable.

Determine local ECC (if Branch office is unavailable).

Identify primary areas and secondary areas of concern.

Establish response plan to address primary/secondary issues.

Follow up with ECC and Regional VP.

Continue to monitor situation and provide assistance and updates.

Plan Awareness

The Business Continuity Plan should be made available to all personnel involved in its execution. These persons should thoroughly read the Plan so they are aware of its content and understand their responsibilities within the Plan.

Tabletop exercises are an excellent means of ensuring personnel are adequately prepared. An excellent source for information on designing tabletop, functional and full-scale exercises is available at the FEMA Emergency Management Institute, <http://www.training.fema.gov/emiweb/IS/is139lst.asp>.

Also, *ICS-100: Introduction to ICS* is another FEMA course that provides online training and resources for personnel who require a basic understanding of the Incident Command System (ICS) and is available at <http://training.fema.gov/EMIWeb/IS/courseOverview.aspx?code=is-100.b>

Training on topics such as emergency management and media management are provided on the company's EDGE module.

Managers are encouraged to attend local Community Emergency Response Team (CERT) training and other related emergency training.

Keeping Plan Updated

The Plan should be reviewed annually to ensure it is up-to-date.

BRANCH AND REGION PERSONNEL EMERGENCY CONTACTS

CONFIDENTIAL COMPANY DIRECTORY

Please obtain the most up-to-date company contacts, as needed, via Sharepoint.

Disclaimer

This Business Continuity Plan is prepared in good faith by Allied Universal. Every event, depending on its type, will have its own unique response needs. The company's response will depend on the nature of the event, its severity, geographical location and the severity of its impact on a location, and the surrounding neighborhood and community facilities, and essential services. The Plan is intended to be a framework and used as a guide, as appropriate.

Allied Universal nor any of its divisions is not an insurer of property or persons and makes no warranty, express or implied, the Business Continuity Plan provided, including any and all assessments and recommendations, whether written or oral, will prevent loss, damage or injury to a client, or its residents, guests, invitees, employees or property or from the injury or death of any person whomsoever or the consequences there from.

Nothing in this Business Continuity Plan is intended to confer any rights or remedies on anyone other than the parties to this review, namely Allied Universal and any Client/Prospect with which it may be shared (The Parties) and their respective successors, agents, representatives and assigns. If the Plan is shared outside of Allied Universal with a client the expectation is the Plan is a "living" document and may be updated without notice to a client. The Plan may not be distributed without the express consent of Allied Universal. The provisions of this Business Continuity Plan shall not entitle any person other than The Parties to any rights as a third party beneficiary, or otherwise, it being the specific intention of The Parties hereto to preclude any and all non-parties from any such third party beneficiary rights, or any other rights whatsoever.

