

Memorandum



Date: October 21, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 8(O)(1)(B)

From: George M. Burgess
County Manager

Subject: Security Guard and Screening Services: Recommendation for Approval to Award Contract No. 487A-1D and to Waive the Protest Requirements of Section 2-8.4

Recommendation

It is recommended that the Board waive the requirements of Section 2-8.4 of the Miami-Dade County Code, pertaining to bid protest procedures, by a two-thirds vote of the Board members present, and authorize the County Mayor or Mayor's designee to award a contract to Delad Security, Inc. to provide Security Guard and Screening Services for Contract No. 487A-Sector 1D.

Request for Proposals (RFP) No. 487A for security guard and screening services was advertised in February 2006 under full and open competition. A qualitative selection process resulted in a series of recommendations in October 2006. Subsequently, certain firms were undergoing Small Business Enterprise (SBE) decertification processes. Five contracts were awarded by the Board on May 6, 2008 via Resolution No. R-496-08. The Board deferred the award of Contract No. 487A-Sector 1D, and directed staff to prepare a new recommendation following successful negotiations of the contract with the next highest ranked responsive, responsible firm following the selection committee rankings. Sector 1D was designated as an SBE Set-Aside by the Department of Small Business Development (SBD).

A responsibility review was conducted with Extreme Security Networks, the next and sixth ranked firm. Extreme's experience in providing the services requested in the RFP is very limited. The review resulted in a determination that this company did not have the experience and financial capacity required to fulfill this contract. A responsibility review of the seventh ranked firm, Delad Security, Inc., was initiated. Successful negotiations were conducted resulting in the contract that is presented with this recommendation to award.

CONTRACT NO: 487A-Sector 1D

CONTRACT TITLE: Security Guard and Screening Services

DESCRIPTION: To provide Security Guard services at various General Services Administration (GSA) facilities throughout the County designated as Sector 1D.

TERM: Up to three years (from the effective date to August 31, 2011) with two, two-year options-to-renew at the County's sole discretion.

CONTRACT AMOUNT: \$3,881,073 per year

USING/MANAGING AGENCY: GSA

FUNDING SOURCE: Internal Services Fund

METHOD OF AWARD: Awarded to the highest ranked responsive, responsible vendor based on evaluation criteria established in the

Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners
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solicitation. A full and open competitive Request for Proposals process was used.

**VENDOR RECOMMENDED
FOR AWARD:**

Delad Security, Inc. (Local)
6073 NW 167th Street, Suite C-10
Miami Lakes, FL 33015
Principal: Adeola Akanni

**VENDORS NOT RECOMMENDED
FOR AWARD:**

1. Security Management Innovations, Inc.
7200 Corporate Center Drive, Suite 401
Miami, FL 33126
Principal: Alex Borcaranda
2. JMG Insystem, Inc. d/b/a Sereca Corporation
2624 NW 97th Ave
Miami, FL 33172
Principal: Jose M Gonzalez
3. Side Bar & Associates, Inc.
4000 Ponce De Leon, Suite 470
Coral Gables, FL 33146
Principal: Samuel Washington
4. Extreme Security Networks, Corp. (Non-responsive)
10815 NW 29th Street
Doral, FL 33172
Principal: Claudio Azocar
5. Guard One Security, Inc.
1111 Brickell Avenue
Miami, FL 33131
Principal: Jermaine Johnson
6. American Guard Services, Inc. (Non-responsive)
13416 Hawthorne Blvd., Suite F
Hawthorne, CA 90250
Principal: William Hause
 - The Department of Small Business Development determined that American Guard Services, Inc. is not in compliance with SBE participation provisions. Accordingly, the proposal submitted by American Guard Services, Inc. was deemed non-responsive.
7. Art Hall Protective Services, Inc. (Non-responsive)
6600 NW 27th Ave., Suite 109
Miami, FL 33147
Principal: Arthur Hall
 - The proposal submitted by Art Hall Protective Services, Inc. was deemed non-responsive as the proposal guaranty check submitted was not made payable to the County.

CONTRACT MEASURES: The Review Committee of December 28, 2005, recommended Sector 1D as an SBE Set-Aside. A review of Delad's re-certification application by SBD shows that the firm will exceed the SBE size standards and will therefore graduate effective November 1, 2008. Once Delad graduates from the SBE Program, they will not be eligible for this sheltered market award.

LIVING WAGE: The services being provided are covered under the Living Wage Ordinance.

USER ACCESS PROGRAM: The 2% User Access Program provision is included. The program discount will be collected.

LOCAL PREFERENCE: Local preference was applied in accordance with the Ordinance, but did not affect the outcome.

PERFORMANCE DATA: Delad is the incumbent firm for this sector and has been providing the required services on an emergency contract. Over a three year period, Delad has incurred a total of 647 infractions totaling \$87,100. While some infractions may be considered minor, they are documented by staff to ensure full compliance with contract terms and to provide a mechanism for improvement. GSA reports that the number of infractions for Delad has been decreasing and the firm's performance has improved significantly over the past three years.

COMPLIANCE DATA: There are no known compliance issues.

PROJECT MANAGER: Daniel Payne, Chief of Security, GSA

ESTIMATED CONTRACT COMMENCEMENT DATE: Ten days after date adopted by the Board of County Commissioners, unless vetoed by the Mayor.

DELEGATED AUTHORITY: If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise, at the County's sole discretion, subsequent options-to-renew and other extensions in accordance with the terms and conditions of the contract.

BACKGROUND

On May 6, 2008, the Board of County Commissioners waived the formal bid protest procedures and approved the following actions:

- 1) Award of the following contracts to provide security guard and screening services and directed the County Mayor or designee to execute these agreements.
 - Contract No. 487A-1E to Feick Security Corporation
 - Contract No. 487A-2A to 50 State Security Service, Inc.
 - Contract Nos. 487A-3A and 487B-1B to Barton Protective Services LLC d/b/a Allied Barton Security Services
 - Contract No. 487B-1C to Security Alliance of Florida, LLC.

- 2) Award of Contract No. 487A-2B to McRoberts Protective Agency, Inc. upon the approval of a certified SBE subcontractor by SBD to replace Security Alliance of Florida, LLC and directed the County Mayor or designee to execute the agreement.
- 3) Rejection of all bids for Contract No. 487B-1C and directed the County Mayor or his designee to advertise a new solicitation for the award of Sector 1C. On June 3, 2008, however, the Board reconsidered and awarded Contract No. 487B-1C to Security Alliance of Florida, LLC.; and rejected all bids received for 487B-1A and directed the County Mayor or designee to advertise a new solicitation for the award of Sector 1A.
- 4) Deferred the award of Contract Nos. 487A-1D and 487A-3B. The Board directed staff to assess the next highest ranked firm for its ability to provide services for the sector, and directed the County Mayor or designee to place a new recommendation for award of these contracts on a subsequent agenda.

For Sector 1D, the Department of Procurement Management (DPM) conducted a responsibility review for the sixth ranked firm, Extreme Security Networks, Corp (attached). Pursuant to County Code Section 2-8.1 (g) and County Ordinance 98-42, the bidder's or proposer's performance on County contracts is taken into account in evaluating the Bid/Proposal received for the solicitation. Before a contract is awarded, it is standard practice to conduct a responsibility review when a firm has little or no performance history with the County to assess a firm's ability and capacity to meet the contract requirements. Determination of bidder responsibility includes experience, capability and skill to perform under the requirements of the contact, prompt delivery of commodities, materials or services, and the firm's record of financial capacity.

The security guard services requested through this RFP are labor intensive guard services. A comprehensive review of the firms' capacity, for the purposes of performing the work in this solicitation, resulted in a determination that Extreme is non-responsible. The review found that Extreme's experience in providing these services is very limited. In various responsibility review meetings conducted by DPM and GSA, Extreme was not able to demonstrate to the County's satisfaction that it has the capacity and required resources to perform these services. Additionally, during the term of their contract with the County for Security Alarm and Card Access Systems-Prequalification (Contract No. 6276-4/08-4), Extreme Security had a lapse in insurance and was therefore out of compliance with the contract terms and conditions.

DPM and GSA conducted a responsibility review of the seventh ranked proposer, Delad Security, Inc (Delad). Delad has been providing the required services in the same sector on an emergency contract for the past three years. DPM's review of the capacity of Delad resulted in a determination that Delad is a responsible firm that can meet the requirements of the contract for this sector. Negotiations with Delad have been completed and the resultant contract is presented to the Board for approval.

Staff is currently reviewing bids received in response to the solicitation for Sector 1A and assessing the Seaport Department's needs under Sector 3B. I will provide a recommendation to the Board for these sectors at a later date.


Director, General Services Administration

Memorandum



Date: August 12, 2008

To: Miriam Singer
Director
Department of Procurement Management

Thru: Amos Roundtree
Purchasing Division Director
Department of Procurement Management

From: Norma S. Armstrong
Procurement Contracting Officer
Department of Procurement Management

Subject: Responsibility Determination for Extreme Security Networks on RFP No. 487A Sector 1D, Security Guard and Screening Services for General Services Administration

On May 6, 2008, the Board of County Commissioners deferred award of Sector 1D of the referenced solicitation and directed staff to assess the next highest ranked firm for its ability to provide services for the sector. Sector 1D under Tier 1 (under RFP 487A) was identified as a set-aside for SBE firms. Based on the extensive history of this RFP the first four firms have been eliminated from competition for a variety of reasons and one firm is receiving an award. The next highest ranked firm would be the sixth ranked out of eight firms.

Following the the Board's direction on Sector 1D, the Department of Procurement Management (DPM), in consultation with General Services Administration (GSA) and the Finance Department, has been conducting responsibility reviews of the remaining vendors that proposed for Sector 1D of RFP No. 487A. As a result of the original selection committee evaluation process conducted by the County, Extreme Security Networks (Extreme), the sixth ranked vendor, remained in contention for award of Sector 1D. An assessment of Extreme's past experience and financial records has been conducted by DPM. Additionally, as required in the RFP, a site visit was conducted at the Extreme offices.

RFP No. 487A included two minimum requirements: 1) Proposers shall have class "B" Security Agency or "BB" Security Agency Branch Office Licenses issued by the State of Florida and 2) Proposers shall have a stationary base station/office where the Central Dispatch is located. The Dispatch Center shall have at least five phone lines: four dedicated phone lines and one additional line for fax and or computer. On May 23, 2008, County staff conducted a site visit at Extreme's offices. At the site visit it was noted that Extreme currently had only two dedicated phone lines, one computer and one fax line. Extreme is not in compliance with the minimum requirements per the RFP. Extreme does have the appropriate license on file with the State of Florida.

On the site visit at Extreme's office, County staff was provided a tour of the facility. There was a main office area, which serves as the dispatch center. The remaining areas at Extreme are used for storage of various types of equipment that Extreme uses as part of their hi-tech surveillance work. In order to support services required for the Sector 1D, Extreme would have to substantially increase its staff complement. It did not appear that Extreme has sufficient room at its facility to provide training or required management of additional staff.

In conducting the responsibility review, DPM carefully reviewed information from the following sources: Florida Department of State Division of Corporations, MyFlorida.com for license search and the statewide judgments search; Miami-Dade County Clerk of the Courts website for civil litigation and criminal actions; Google search engine; Dun and Bradstreet Credit Reports; review of financial records

(including tax returns and letters of credit), and interviews of references. Additionally, to further determine the responsibility of Extreme, DPM met with the firm on June 12, 2008, to ask specific questions regarding the firm's finances and experience. At the company's request, DPM and GSA Management met with Extreme again on July 23, 2008 to make a presentation regarding their experience.

Extreme is presently providing services to the County for Security Alarm and Card Access Systems-Prequalification (Contract No. 6276-4/08-4). Extreme has been advised that they are in default of Contract No. 6276-4/08-4 for not complying with the necessary insurance requirements.

In the organizational structure provided by Extreme in their proposal responding to the referenced solicitation, the company notes 10 permanent employees, including the company president, one assistant/accountant, one project manager, one firearms instructor/consultant and six field staff. As noted earlier, award of Sector 1D would require that Extreme add a significant number of field staff and management. An estimated 200 staff are required to properly support this Sector. It does not appear that Extreme has sufficient management staff or structure to address the needs of this Sector.

DPM's review also included Extreme's previous work experience with regard to the type of services required for Sector 1D. GSA anticipates that Sector 1D would be serviced by traditional security guards. Extreme utilizes a number cameras and surveillance equipment in lieu of actual security guards. Most of the references provided by Extreme were for surveillance and corporate individual/special event security detail. The number of hours to be provided for Sector 1D is approximately 3,200 per month. This includes the use of armed and unarmed security guards. Extreme reports they are currently providing 1,052 hours of armed and unarmed security guard services and 2,420 hours of what is identified as "random security hours" for a variety of companies at different locations.

Additionally, it should be noted that Extreme's experience with projects that have a significant number of hours is for special events, on an as needed or random basis. None of the projects identified by Extreme have a comparable number of hours or scope.

Extreme has supplied DPM with the following financial documents:

- 1) Form 1120S, US Income Tax Return for an S Corporation for 2004 (included with the proposal)
- 2) Form 1120S, US Income Tax Return for an S Corporation for 2006, the 2007 return was unavailable
- 3) letter from SunTrust Bank indicating a \$50,000 line of credit (no balance was provided)
- 4) letter from Bank of America currently indicating a \$50,000 line of credit with \$5,822 being available
- 5) letter from Summar Financial LLC, noting that Extreme had entered a financial transaction whereby Summar would provide factoring to Extreme and that Summar would provide a pre-approved credit limit of \$500,000 for Miami-Dade County only.

The County estimates that the monthly costs for Sector 1D are approximately \$325,546. Based on the information provided by Extreme, they do not appear to have sufficient cash flow to support the necessary operational resources to effectively provide the services required for Sector 1D.

Based on the review of Extreme's past experience, management staff, and financial capacity, Extreme does not presently have in place all the necessary features to establish its capacity to handle Sector 1D. It is therefore recommended that the firm be deemed not responsible to provide the services required for Sector 1D.

Miriam Singer
Request for Responsibility Determination
RFP No. 487A
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If you have any questions, please contact me at (305) 375-5683. Thank you for your attention to this matter.

APPROVED

Date:



8/12/08

Miriam Singer
Director
Department of Procurement Management

NOT APPROVED

Date:

Miriam Singer
Director
Department of Procurement Management

c: Susanne M. Torriente, Chief Assistant County Manager
— Oren Rosenthal, Assistant County Attorney
Wendy Norris, Director, General Services Administration
Daniel Payne, Chief of Security, General Services Administration

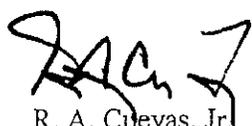


MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: October 21, 2008

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(O)(1)(B)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(1)(B)
10-21-08

RESOLUTION NO. _____

RESOLUTION WAIVING THE REQUIREMENTS OF SECTION 2-8.4 OF THE MIAMI-DADE COUNTY CODE, PERTAINING TO BID PROTEST PROCEDURES BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO AWARD A CONTRACT TO DELAD SECURITY, INC., IN THE AMOUNT OF \$3,881,073 PER YEAR, TO PROVIDE SECURITY GUARD AND SCREENING SERVICES AT VARIOUS GENERAL SERVICES ADMINISTRATION LOCATIONS THROUGHOUT THE COUNTY DESIGNATED AS SECTOR 1D; AND TO EXERCISE OPTIONS-TO-RENEW ESTABLISHED THEREUNDER CONTRACT NO. 487A-1D

WHEREAS, this Board desires to accomplish purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board authorizes the County Mayor or County Mayor's designee to award Contract No. 487A-1D to Delad Security, Inc. for security guard and screening services at Sector 1D.

Section 2. This Board waives the requirements of Section 2-8.4 of the Miami-Dade County Code, pertaining to bid protest procedures, by a two-thirds (2/3) vote of the Board members present.

The foregoing resolution was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

- | | |
|------------------------------------|--------------------|
| Bruno A. Barreiro, Chairman | |
| Barbara J. Jordan, Vice-Chairwoman | |
| Jose "Pepe" Diaz | Audrey M. Edmonson |
| Carlos A. Gimenez | Sally A. Heyman |
| Joe A. Martinez | Dennis C. Moss |
| Dorin D. Rolle | Natacha Seijas |
| Katy Sorenson | Rebeca Sosa |
| Sen. Javier D. Souto | |

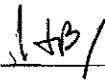
The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of October, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Hugo Benitez

**Security Guard Services
Contract No. 487A-1D**

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Delad Security, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 6073 SW NW 167th Street, Suite C-10, Miami Lakes, FL 33015 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide security guard services, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 487A and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated April 12, 2006, hereinafter referred to as the "Contractor's Proposal" which is incorporated by reference herein; and,

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

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Building Manager" to mean the County employee responsible for the supervision of a particular building(s) or area(s) in Miami-Dade County.
- b) The words "Central Dispatch Center" to mean a base station/office where personnel employed by the Contractor have the capacity to monitor telephone calls, radios, faxes and employees.
- c) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- d) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A) and all appendices, RFP No. 487A and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.
- e) The words "Contract Date" to mean the date on which this Agreement is effective.
- f) The words "Contractor" to mean Delad Security, Inc. and its permitted successors and assigns.
- g) The words "Contractor Field Supervisor" to mean supervisory personnel designated by the Contractor and approved by Miami-Dade County for supervising and providing specific training to Security/Screening Officers assigned to the Contract.
- h) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.
- i) The words "Contractor Personnel" to mean all personnel employed by the Contractor and approved by the County, for the Contract, including but not limited to the Project Manager, Contractor Field Supervisors, Dispatchers, Site Supervisors and Security/Screening Officers.
- j) The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
- k) The words "County Contract Administrator" (CCA) to mean a person designated to coordinate and monitor the services provided by the Contractor. This person is

the Chief of Security, General Services Administration (GSA). This person is the County's Project Manager for the Contract.

- l) The words "County's Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.
- m) The words "County Security Supervisors" to mean Staff designated by the County Contract Administrator to monitor all aspects of the Contractor's operation as it pertains to the performance and delivery of services required by the County under the Contract.
- n) The word "Days" to mean Calendar Days.
- o) The word "Department" to mean General Services Administration.
- p) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- q) The word "Dispatcher" to mean personnel employed by the Contractor to staff its Central Dispatch Center.
- r) The words "Facility Contact" to mean person assuming the same role in a building or area that does not have a designated Building Manager or who has been delegated such duties by the Building Manager.
- s) The words "GSA Security Management" to mean County's management responsible for overseeing the security of County's buildings/facilities and monitor the services provided by the contractor. This includes County Contract Administrator, County Security Supervisor or designees.
- t) The words "Liquidated Damages" to mean a financial assessment levied by the County Contract Administrator or designees, for failures by the Contractor or its employees to meet contract requirements or standards, there by resulting in the contractors failure to deliver the services required or any derivative/supplemental documents (e.g. Post Orders), creating direct, indirect or potential losses to the County.
- u) The words "Project Manager" to mean person designated by Contractor and approved by Miami-Dade County to administer the Contract and oversee Contractor operations.
- v) The word "Records" to mean any books, documents or evidence pertaining to, or used in the Contract.

- w) The word "Sector" to mean a term to describe a Tier 1 or Tier 2 or Tier 3 geographical area.
- x) The words "Security Operations Center" (SOC) to mean the County facility, designated by the County Contract Administrator, that will function as the primary point of radio and/or telephone contact between contract personnel and the County Contract Administrator or designees on a 24-hour a day, yearly basis.
- y) The words "Security/Screening Officer" to mean personnel designated by the Contractor and approved by Miami-Dade County to perform specific duties as defined in the Contract.
- z) The words "Security/Screening Officer Infraction Report" to mean a written report prepared by the County Contract Administrator or designee to identify specific failures and to assess Liquidated Damages to the Contractor for failure to meet Contract standards.
- aa) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- bb) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- cc) The word "Tier" to mean a term used to describe type of service required as follows: Security Guard Services only (Tier 1), Security and Screening Services (Tier 2) or Security, Screening and specialized services (Tier 3).
- dd) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.
- ee) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) Price Schedule (Appendix B), 4) Appendices C and D, 5) the Miami-Dade County's RFP No. 487A and any associated addenda and attachments thereof, and 6) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date specified on the first page of this agreement and shall be for duration of three (3) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for two (2) two-year options-to-renew. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This

Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

The Contractor shall commence work upon issuance of a Notice-to-Proceed by the County.

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) to the County

- a) to the County's Project Manager:

Miami-Dade County
200 N.W 1st Street, Suite 104
Miami, FL 33128
Attention: Daniel Payne, Chief of Security
Phone: (305) 375-1011
Fax: (305) 372-6020

and,

- b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Delad Security, Inc.
6073 NW 167th Street, Suite C-10
Miami Lakes, FL 33015
Attention: Stan Bonk, Project Manager
Phone: (305) 817-3298
Fax: (305) 817-3299
E-mail: pmdeladsecurity@bellsouth.net

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked

such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as specified in Appendix B - Price Schedule. The County reserves the right to add and delete facilities/buildings and increase/decrease the number of hours of service required at a building/facility. The County may negotiate with the Contractor the cost to provide services to facilities/locations that are added to the contract during the contract term and any extensions/renewal thereof.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

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

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County biweekly (once every two weeks), upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County and shall show the County's contract number. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
200 N.W 1st Street, Suite 104
Miami, FL 33128

MIGUEL DE GRANDY P.A.

ATTORNEYS AT LAW

October 22, 2008

The Honorable Miami-Dade
Board of County Commissioners

Re: Agenda Item 801B, Award to Delad Security, Inc. of Contract No. 487A-1D

Dear Commissioner:

Please be advised that I represent Delad Security, Inc. (Delad) in the above-referenced matter. As you know, Delad is being recommended for award. An extensive responsibility review by Department of Procurement Management (DPM) staff determined that Extreme Security Networks (Extreme) was not responsible to perform these services. (See attached highlight of Responsibility Review.)

Delad is sensitive to the concerns expressed by members of the Commission at Tuesday's Meeting. However, while Extreme was rated slightly higher than Delad by the original Evaluation Committee, that evaluation was conducted on **August 25, 2006**. Certainly, it was prudent for your DPM staff to conduct an additional review over two (2) years later, which determined that, **at the present time, Extreme does not have the resources or capabilities to perform the services.**

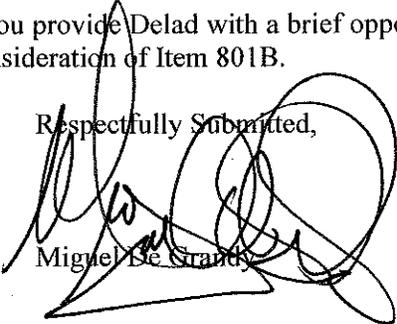
As a minority, African-American owned company, Delad is also sensitive to the need to provide a fair process for all companies seeking to do business with government. In that regard, in order to move forward with this matter, Delad respectfully suggests the following:

1. Award the subject contract today to Delad, with an amendment (which Delad will agree to) to the effect that the Commission will allow Extreme to file a protest within the three (3) days required by the County Code, challenging its determination of lack of responsibility. If Extreme does not challenge the determination, or if a Hearing Examiner upholds County staff's determination regarding Extreme's lack of responsibility, the Contract will have been awarded, and Delad can proceed to perform the services.
2. If however, the Hearing Examiner recommends overturning DPM's determination of lack of responsibility, based on the standards established in Florida case law, then the Contract becomes voidable, and the matter comes back to you at the next scheduled Commission Meeting for further determination by this Commission.

We respectfully submit that this process would provide fairness to both companies: Extreme would be given a Due Process opportunity to challenge the responsibility determination, and at the same time, Delad would obtain the Contract award, prior to its SBE certification expiration, in the event that staff's determination of Extreme's lack of responsibility is upheld.

In closing, I would respectfully request that you provide Delad with a brief opportunity to present this proposed solution during your Public Hearing consideration of Item 801B.

Respectfully Submitted,


Miguel De Grandy

Douglas Entrance

800 Douglas Road, Suite 850, Coral Gables, Florida 33134 P. 305.444.7737 F. 305.443.2616

Highlights of Responsibility Review of Extreme Security Networks

- The original Selection Committee Evaluation was conducted on August 25, 2006. Certainly, it was prudent and necessary for DPM staff to conduct a follow up responsibility review two (2) years later, to determine whether Extreme Security Networks, Inc. had **the present capability** to perform the services. The following findings and conclusions are taken directly from the August 12, 2008 DPM memorandum detailing the results of the updated responsiveness review:
- The site visit required in the RFP demonstrated that Extreme currently has 10 permanent employees and 3 management level employees. County Staff estimates that up to 200 guard-level positions are required to properly support the services required in this contract.
- The site visit required in the RFP demonstrated that, at the present time, Extreme does not have sufficient capacity at its physical facilities to provide training or required management of additional staff.
- The site visit required in the RFP demonstrated that, at the present time, Extreme does not even have the minimum number of phone lines necessary to perform the services.
- The site visit required in the RFP demonstrated that Extreme's expertise is in surveillance and corporate individual/special event security details, not in the security guard services required in the RFP.
- Extreme does not have the appropriate license on file with the State of Florida.
- Extreme is presently in default of another County Contract No. 6276-4/08-4 for not complying with necessary insurance requirements.
- Based on the information provided by Extreme, it does not appear that, at the present time, Extreme has sufficient cash-flow to support the necessary operations or the resources to effectively provide the services required in the contract.

Date: October 21, 2008
To: Kay Sullivan, Director, Clerk of the Board
From: *Barbara J. Jordan*
Barbara J. Jordan, Vice Chairwoman
Commissioner, District 1



Subject: Community-based Organization allocations presented at the **October 21, 2008**
Board of County Commission Meeting

11B1

I would like to allocate funding to the following organization:

District Discretionary Reserve

Organization Name	Allocation Amount
Larry Little Legends Gold Classic (In support of the Virginia Key Beach Trust)	\$5,000.00
Lake Stevens Cardinals Youth Foundation (For the Barbara Jordan Bowl)	\$2,000.00
Optimist Club Of Golden Glades (For the Barbara Jordan Bowl)	\$2,000.00

Date: October 21, 2008



To: Kay Sullivan, Clerk of the Board

From: Sally A. Heyman
Commissioner, District 4 *SAH*

Subject: Community-based Organization allocations presented at the Tuesday, October 21, 2008 Board of County Commission Meeting.

I would like to allocate funding to the following organizations:

11B4

District Discretionary Reserve

Organization Name	Allocation Amount
March of Dimes	\$1,500 /
Susan G. Komen Race for the Cure	\$10,000 /
Aventura Marketing Council	\$1,700 /
Amaranthine/Florida Women of Achievement	\$1,500 /
American Jewish Congress	\$1,800 /
American Diabetes Association	\$2,500 /

Thank you for your attention in this matter.

8300
elections Dept
fall work
anniversary
day

Heyman
26 records
10/23/2008



Date: October 21, 2008

To: Kay Sullivan, Clerk of the Board

From: Sally A. Heyman
Commissioner, District 4

A handwritten signature in black ink, appearing to read "SAH", enclosed in a circular scribble.

Subject: Community-based Organization allocations presented at the October 21, 2008 Board of County Commission Meeting

I would like to be **reimbursed** for the allocation I already made to the organizations below from the **District 4 County Services Reserve**.

11 B5

Organization Name	Allocation Amount
Sunny Isles Beach Democratic Club	\$ 15.00
Women's History Coalition	\$ 50.00
Friends of the Law Library	\$ 100.00
Fairchild Botanical Tropic Gardens	\$ 5000.00
Special Olympics	\$ 150.00

Also, I would like to spend approximately \$1,500 from my District 4 County Services Reserve account in Costco to purchase cakes for various Nursing Homes and Organizations for the Holidays.



MEMORANDUM

BRUNO A. BARREIRO

Chairman

Board of County Commissioners

District 5

TO: Kay Sullivan, Director
Clerk of the Board

FROM: Bruno A. Barreiro *Bruno Barreiro*

SUBJECT: District 5 County Services Reserve - Allocation

DATE: October 21, 2008

11B6

I want to make the following allocations from the County Services Reserves for District 5:

- \$ 500 Colegio Nacional de Periodistas de la Republica de Cuba (Exilio) ✓
- \$1000 PAX Catholic Communications ✓
- \$5000 Florida International University Foundation, Inc for The Dr. Jose Marques Endowment ✓

Thank you.



**MEMORANDUM
BOARD OF COUNTY COMMISSIONERS
COMMISSIONER CARLOS A. GIMENEZ
DISTRICT 7**

Memorandum

TO: Clerk of Courts

DATE: October 21, 2008

FROM: Carlos A. Gimenez
Commissioner

SUBJECT: District 7 Allocations

11B7

I am designating the following allocations from my District 7 Discretionary Funds: ✓

- Carrie Meek Foundation.....\$5,000 ✓
For: Men to Men-A Community Dialogue to Address Violence Against Women and Girls
- Voices For Children.....\$5,000 ✓
- Junior League of Miami.....\$2,500 ✓
- The Wildlife Society.....\$4,000 ✓
For: 15th Annual Conference at Bill Baggs State Park, Key Biscayne
- National Gay and Lesbian Task Force Foundation.....\$1,500. ✓
- YMCA Carnaval Gala.....\$5,000 ✓
- Theodore Roosevelt Gibson Memorial Fund....\$600. ✓



Memorandum

Office of Commissioner Dennis C. Moss

District 9

Stephen P. Clark Center ♦ 111 NW 1st Street, Suite 320 ♦ Miami, Florida ♦ 33128

Telephone: 305.375.4832 ♦ Facsimile: 305.372.6011 ♦ E-mail: District9@miamidadc.gov

11B8

Date: October 23, 2008

To: Kay Sullivan, Clerk of the Board, Miami- Dade County
Amanda Jayska, OSBM

From: Commissioner Dennis C. Moss, District 9, Miami Dade County Commissioner *Dennis C. Moss*

Re: District Discretionary

I would like to make the following allocations from my discretionary funds to support the following organizations in District 9.

1	\$ 1,000.00	Adopt-A- Class Room, Inc to adopt Ms. Janice Sosa's Classroom at NormaButler
2	\$ 1,000.00	Homstead Senior High School for the 2008-2009 Bronco Marching Band
3	\$ 1,950.00	Doctors Hospital Foundation for the 10th Anniversary of the Homestead Hospital Pinapple
4	\$ 500.00	Haitian Heritage Museum for the 5th Annual Celebration Gala
5	\$ 1,555.00	Paradise Embroidery & Silkscreen for the Open House Havest Festival
6	\$ 1,000.00	Florida Venture Foundation for operational support
7	\$ 2,000.00	YMCA of Greater Miami for the sponsorship of a Bahia Sponsor to benefit the YMCA
8	\$ 2,500.00	The Carrie Meek Foundation help eliminate violence against women
9	\$ 5,000.00	The Victorious Way, Inc to support our Community Holiday Events
10	\$ 2,500.00	The Haitian American Historical Society for operational support
11	\$ 830.00	Elections Department for Poll Worker Appreciation Day

Total \$ 19,835.00

**Commissioner Javier Souto
District 10
Discretionary Fund Allocations for October 23, 2008**

11/13/09

From my District 10 Discretionary Funds, I would like to make the following allocations:

{

- \$1,000 Radio Paz to Provide Thanksgiving Meals to 500 poor families in Miami Dade County. X
- \$10,000 Cuban Pilots Association X
- \$10,000 FIU Foundation Dr. Jose A. Marques Endowment X
- \$20,000 Florida Venture X
- \$20,000 Community Coalition X
- \$20,000 Adult Mankind Organization X
- \$20,000 American Fraternity X



Date: October 21, 2008
To: Kay Sullivan
Clerk of the Board
From: Jose "Pepe" Diaz
Commissioner, District 12
Subject: October 21, 2008 Board of County Commissioners' Meeting
Allocations to Community-Based Organizations

I would like to allocate the following from my:

DISTRICT 12 DISCRETIONARY RESERVE

Organization	Allocation Amount
Florida Venture Foundation	\$20,000.00
YMCA of Greater Miami	\$5,000.00
Bay of Pigs La Brigada 2506	\$5,000.00
<i>Election Dept for poll watcher - app. day.</i>	<i>830⁰⁰</i>

DISTRICT 12 OFFICE BUDGET

Organization	Allocation Amount
Walmart Stores - Halloween Event	\$442.00

11B10

11B11



DORRIN D. ROLLE
COMMISSIONER

Board of County Commissioners
MIAMI-DADE COUNTY - FLORIDA

DISTRICT 2
111 N.W. FIRST STREET, SUITE 220
MIAMI, FLORIDA 33128-1963
(305) 375-4833
FAX (305) 375-4843

RECEIVED
By the Clerk for the recorder

OCT 23 2008

Item _____
Exhibit _____
Meeting _____

Date: October 23, 2008

To: Cynthia Curry
Senior Advisor-Miami-Dade County

From: Hana Eskra
Director OCED-Miami-Dade County

Honorable Dorrin D. Rolle
Commissioner
District 2

Subject: District 2 Allocations – Community Development Block Grant

Having reviewed the Fiscal Year 2009 Funding Recommendations for District 2, I am providing below grantees selected by my office.

- 79th Street Corridor Neighborhood Initiative \$75,000
(Contingent upon meeting economic development requirements)
- Cliff's Restaurant \$50,000
- Melrose Commercial Revitalization Façade \$25,000
- New Scott Carver Cleaning \$25,000
- Mom & Pop program \$25,000

DISTRICT OFFICE

900 N.E. 125TH STREET, SUITE 200
MIAMI, FLORIDA 33161
PHONE (305) 694-2779
FAX (305)694-2781

SATELLITE OFFICE

2340 N.W. 27TH AVENUE
MIAMI, FLORIDA 33142
PHONE (305) 638-6800
FAX (305) 638-6660



MEMORANDUM
BOARD OF COUNTY COMMISSIONERS
COMMISSIONER CARLOS A. GIMENEZ
DISTRICT 7

Memorandum

TO: Clerk of Courts

DATE: October 21, 2008

FROM: Carlos A. Gimenez
Commissioner

SUBJECT:
Board Appointment

Please note that I want to make the following reappointment to a County Board:

Mr. Michael B. Smith to the Building Better Communities Citizens' Advisory Committee