

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New OTR Sole Source Bid Waiver Emergency Previous Contract/Project No. _____

Contract

RFP487A-1

Re-Bid Other

LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RQID1600043

TERM OF CONTRACT: 3 YEAR(S) WITH 2 YEAR(S) OTR

Requisition /Project Title: Security Guard and Screenig Services

Description:

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County General Services Administration (GSA) is soliciting proposals from qualified firms for Security Guard and/or Screening services in a manner that ensures the highest level

Issuing Department: Internal Services

Contact Person: Daniel Payne Phone: (305) 375-1011

Estimate Cost: \$3295636.78

Funding Source: General GENERAL FEDERAL OTHER

ANALYSIS

Commodity Codes:	96480		
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.			
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:	Delad Security		
Small Business Enterprise:			
Contract Value:	\$	\$	\$

Comments: Current contract number RFP487A-2

Continued on another page (s): YES NO

RECOMMENDATIONS

SBE	Set-aside	Sub-contractor goal	Bid preference	Selection factor

Basis of recommendation:

Signed: Fred Taylor Date sent to SBD: 05/11/16
 Date returned to DPM: _____

**REQUEST FOR PROPOSALS
FOR
SECURITY GUARD & SCREENING SERVICES
RFP No. 487A**

PRE-PROPOSAL CONFERENCE TO BE HELD ON
March 7, 2006 at 2:00 p.m. (local time)

at
111 NW 1st Street, 18th Floor, Conf. Rm. 18-1
Miami, Florida

ISSUING DEPARTMENT:
DEPARTMENT OF PROCUREMENT MANAGEMENT
for
GENERAL SERVICES ADMINISTRATION

Contracting Officer: Namita Uppal
Telephone: (305) 37 5-1513
E-mail: nuppal@miamidade.gov

PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW
NO LATER THAN

Thursday, March 23, 2006 at 2:00 p.m. (local time)

at
CLERK OF THE BOARD
STEPHEN P. CLARK CENTER
111 NW 1st STREET, 17th FLOOR, SUITE 202
MIAMI, FLORIDA 33128-1983

PROPOSALS WILL BE OPENED PROMPTLY AT THE TIME AND PLACE SPECIFIED. PROPOSALS RECEIVED AFTER THE FIRST PROPOSAL HAS BEEN OPENED WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL TO THE CLERK OF THE BOARD ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. MIAMI-DADE COUNTY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE.

MIAMI-DADE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE BASED ON AGE, GENDER, RACE OR DISABILITY.

VISIT THE COUNTY DEPARTMENT OF PROCUREMENT MANAGEMENT
WEBSITE: <http://www.miamidade.gov/dpm>

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DEFINITIONS

The following words and expressions used in this solicitation 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 Proposer have the capacity to monitor telephone calls, radios, faxes and employees,
- c) The word "Contract" to mean any written agreement entered into as a result of this RFP.
- d) The words "Contractor" or "Consultant" to mean the Proposer that receives any award of a Contract from the County as a result of this RFP, which is also to be known as "the prime Contractor" or "the prime Consultant".
- e) The words "Contractor Field Supervisor" to mean supervisory personnel designated by the Contractor and approved by Miami-Dade County to be responsible for supervising and providing specific training to Security/Screening Officers that are assigned to any contract resulting from this RFP.
- f) The words "Contractor Personnel" to mean all personnel employed by the Contractor and approved by the County, for a Contract issued as a result of this RFP, including but not limited to the Project Manager, Contractor Field Supervisors, Dispatchers, Site Supervisors and Security/Screening Officers.
- g) The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.

- h) The words "County Contract Administrator" (CCA) to mean a person designated to coordinate and monitor the efforts of the Contractor. This person is the Chief of Security, General Services Administration (GSA).
- i) 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 a Contract issued as a result of this RFP.
- j) The word "Department" to mean General Services Administration.
- k) The word "Dispatcher" to mean personnel employed by the Contractor to staff its Central Dispatch Center.
- l) 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.
- m) The words "GSA Security Management" to mean County's personnel responsible for overseeing a contract issued as a result of this RFP. This includes County Contract Administrator, County Security Supervisor or designees.
- n) 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.
- o) The words "Project Manager" to mean person designated by Contractor and approved by Miami-Dade County to administer a Security/Screening Contract resulting from this RFP and oversee Contractor operations after the award.
- p) The words "Proposer", "Submitter" or "Respondent" to mean the person, firm, entity or organization submitting a response to this Solicitation.
- q) The word "Records" to mean any books, documents or evidence pertaining to, or used in a contract issued as a result of this RFP.
- r) The words "Scope of Services" or "Scope of Work" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor or Consultant.
- s) The word "Sector" to mean a term to describe a Tier 1 or Tier 2 or Tier 3 geographical area.
- t) 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.
- u) 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 a contract resulting from this RFP.
- v) 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.
- w) The word "Solicitation" to mean this Request For Proposal (RFP) or Request For Qualification (RFQ) or Request For Information (RFI) document, and all associated addenda and attachments.
- x) The words "Subcontractor" or "Subconsultant" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and

materials, in connection with the Work or Services to the County, whether directly or indirectly, on behalf of the Contractor.

- y) 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).
- z) The words "Work", "Services", "Program", "Project" or "Engagement" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
- aa) 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.

SECTION 1.0 - RFP OVERVIEW AND PROPOSAL PROCEDURES

1.1 INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County General Services Administration (GSA) is soliciting proposals from qualified firms for Security Guard and/or Screening services in a manner that ensures the highest level of security at each and every facility where services are provided.

The types of services required under this RFP are:

- Armed Security
- Unarmed Security
- Electronic Screening

Each of these services requires special technical and managerial proficiencies; therefore, specific prior experience requirements must be met to adequately provide such services. **Services at a given facility shall be provided by a single selected Proposer.** The services to be provided are organized into a total of three (3) Tiers and six (6) Sectors as follows:

Tier	Number of Sectors	Service Required	Sector Numbers
Tier 1	2	Security Guard Services	Sectors: 1D, 1E
Tier 2	2	Electronic Screening Services alone, or a combination of Screening and Security Guard services	Sectors: 2A, 2B
Tier 3	2	Electronic Screening services alone, or a combination of Screening and Security Guard Services or any other specialized services	Sector: 3A, 3B

Proposers may submit proposals for any or all of the three Tiers. A separate proposal (technical and price) shall be submitted for each Tier.

The County reserves the right to add or delete a Sector or a facility from a Tier during the term of a Contract issued as a result of this RFP, and any extensions or renewals thereof. The County also reserves the right to solicit for new/additional Tiers/Sectors that will be established by the County in the future. The County, at its sole discretion, may award a new Sector/Tier to a selected Proposer in the best interest of the County.

The County anticipates awarding a contract for a three (3) year period, with two (2) two-year options to renew, at the County's sole discretion. Continuation of the contract beyond the initial period, and any option subsequently exercised, is at the County's sole discretion.

1.2 RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

RFP available for distribution: February 23, 2006

Pre-Proposal Conference: March 7, 2006 at 2:00 p.m. (local time)
Location: 111 NW 1st Street, 18th Floor, Conf. Rm. 18-1, Miami, FL

Deadline for receipt of questions: March 10, 2006

Deadline for receipt of proposals: Thursday, March 23, 2006 at 2:00 p.m. (local time)
(See Section 1.4 for location)

Evaluation/Selection process: April 2006

Projected Award Date: May 2006

Projected contract start date: October 1, 2006

1.3 RFP AVAILABILITY

The solicitation package is available at no cost on-line at www.miamidade.gov/dpm or through Department of Procurement Management - Vendor Assistance Unit, 111 NW 1st Street, Suite 1300, Miami, FL 33128-1974 at a cost of \$10.00 for each solicitation package and an additional \$5.00 fee for a request to receive the solicitation package through the United States Postal Service. For your convenience we now accept VISA and MasterCard. To request the solicitation package through the United States Postal Service, mail your request with the following information: the solicitation number and title, the name of Proposer's contact person, Proposer's name, complete address to be mailed to, telephone number and fax number, along with a \$15.00 check or money order made payable to: Miami-Dade Board of County Commissioners.

Proposers or Respondents who obtain copies of this Solicitation from sources other than the County's Department of Procurement Management website or the Vendor Assistance Unit risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Proposers or Respondents are solely responsible for those risks (**see Section 1.8**).

1.4 PROPOSAL SUBMISSION

All proposals must be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with normal margins, and spacing. The original document package must not be bound and the document package copies should be individually bound. **An unbound one-sided original and 10 bound copies (a total of 11)** of the complete proposal (both the technical and price proposals) for each Tier must be received by **the deadline for receipt of proposal specified in this RFP Timetable (see Section 1.2)**. The original technical and price proposals, and all copies must be submitted in a sealed envelope or container stating on the outside the Proposer's name, address, telephone number, the RFP number, RFP title, and Proposal Due Date to:

**Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, FL 33128-1983**

Hand-carried proposals may be delivered to the above address **ONLY** between the hours of 8:00 a.m. and 4:30 p.m., Mondays through Fridays (however, please note that proposals are due at the Clerk of the Board on the date and at the time indicated in Section 1.2. Additionally, the Clerk of the Board is closed on holidays observed by the County). Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address

information appears on the outer wrapper or envelope used by such service.

Both the Technical (Quality) Proposal and the Price Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices.

1.5 PRE-PROPOSAL CONFERENCE

A pre-proposal conference has been scheduled for **the date, time and place specified in this RFP Timetable (see Section 1.2)**. Attendance is recommended but not mandatory. Proposers are requested to inform the RFP Contracting Officer of the number of persons expected to attend no later than 24 hours before the scheduled date. Proposers are encouraged to submit any questions in writing to the RFP Contracting Officer (**see Section 1.6**) in advance of the pre-proposal conference.

If you need a sign language interpreter or materials in accessible format for this event please call DPM ADA Coordinator at (305) 375-1564 at least five days in advance.

1.6 CONE OF SILENCE

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time the County Manager issues a written recommendation to the Board of County Commissioners. The Cone of Silence **prohibits any communication** regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any correspondence concerning the particular RFP, RFQ or bid with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at CLERKBCC@MIAMIDADE.GOV.

In addition to any other penalties provided by law, violation of the Cone of Silence by any Proposer

shall render any RFP award or RFQ award voidable. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with Ethics Commission. Proposers should reference Section 2-11.1(t) of the Miami-Dade County Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review Miami-Dade County Administrative Order 3-27 for a complete and thorough description of the Cone of Silence.

All Proposers will be notified in writing when the County Manager or designee makes an award recommendation.

The Contracting Officer for this RFP is:

Name and Title: Namita Uppal, Procurement Contracting Officer
Name of Agency: Department of Procurement Management
Address: 111 NW 1st Street, 13th Floor
Telephone: (305) 375-1513
Fax: (305) 375-1083
E-mail: nuppal@miamidade.gov

1.7 CONTRACT MEASURES

This solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows.

Selection Factor:

A selection factor applies to both Sectors (3A and 3B) in Tier 3.

A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points of the technical portion of this solicitation. An SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information contact the Department of Business Development at (305) 375-3111 or access www.miamidade.gov/dbd.

The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

Set-aside:

Sectors 1D and 1E are set-aside for SBE's.

Subcontractor Goal:

20% SBE subcontractor goal applies to both the Sectors (2A and 2B) in Tier 2.

Table 1 Small Business Enterprise (SBE) Measures Assigned to RFP 487A			
Tier	Service Required	Sector(s)	Contract Measure
1	Security Guard Services	1D & 1E	SBE Set-aside
2	Electronic Screening Services alone, or a combination of Screening and Security Guard Services	2A & 2B	20% SBE subcontractor goal
3	Electronic Screening Services alone, or a combination of Screening and Security Guard Services	3A (MIA) & 3B (Seaport)	SBE Selection Factor

Refer to **Attachment D**, Miami-Dade County Small Business Enterprise Participation Provisions for definitions, explanations and instructions. The participating SBE firms (or joint ventures) must have a valid Miami-Dade County SBE certification by the proposal submittal deadline of this solicitation, as well as, meet all other requirements as stipulated in Attachment D.

1.8 ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing and received by the County's Contracting Officer for this RFP, in accordance with **Section 1.6** above, no later than the deadline for receipt of questions specified in the RFP Timetable (**see Section 1.2**). The request must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number, and facsimile number.

Electronic facsimile requesting additional information will be received by the RFP Contracting Officer at the fax number specified in **Section 1.6** above. Facsimiles must have a cover sheet which includes, at a minimum, the Proposer's name, name of Proposer's contact person, address, number of pages transmitted, phone number, facsimile number, and RFP number and title.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the designated Procurement Contracting Officer prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals (**see attached Form A-3**).

Proposers who obtain copies of this RFP from sources other than the County's Department of Procurement Management's Vendor Assistance Unit or website risk the potential of not receiving addenda, since their names will not be included on the Vendor List for this particular RFP. Such Proposers are solely responsible for those risks.

1.9 PROPOSAL GUARANTEE DEPOSIT

Please refer to Section 3.2 (A) (10).

1.10 MODIFIED PROPOSALS

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the Proposal Due Date. The Evaluation/Selection Committee will only consider the latest version of the proposal.

1.11 WITHDRAWAL OF PROPOSALS

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this RFP (in accordance with **Section 1.6**), prior to the Proposal Due Date or upon the expiration of ONE HUNDRED EIGHTY (180) calendar days after the opening of proposals.

1.12 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Proposals received after the Proposal Due Date are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered. Letters of withdrawal received either after the Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered.

Proposals will be opened promptly at the time and place specified. Proposals received after the first proposal has been opened will not be opened and will not be considered. The responsibility for submitting a proposal to the Clerk of the Board on or before the stated time and date is solely and strictly the responsibility of the Proposer. Miami-Dade County is not responsible for delays caused by any mail, package or couriers service, including the U.S. mail, or caused by any other occurrence.

1.13 RFP POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

1.14 COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the Proposer(s) prior to commencement of work as defined by a contract executed by County.

1.15 BUSINESS ENTITY REGISTRATION

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Purchasing Division within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to the next ranked proposer. The recommended Proposer is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM's website at <http://miamidade.gov> and click on "Business" or from the Vendor Assistance Unit at 111 N.W. 1st Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.

4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hot line at 305 579-2593.

1.16 ORAL PRESENTATIONS

The County may require Proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein. If required, the presentations are anticipated to be conducted on the date indicated in this **RFP Timetable (see Section 1.2)**.

1.17 PROPOSER REGISTRATION AFFIDAVIT

Proposers are advised that in accordance with Section 2-11.1(s) of the Code of Miami-Dade County, the attached Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentation (**see attached Form A-2**) must be completed, notarized and included with the proposal submission.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on this

Affidavit provided by the County. The Affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised Affidavit for additional team members added after submittal of the proposal with the Clerk of the Board at least two days prior to the oral presentation. Any person not listed on the revised affidavit may not participate in the oral presentation.

NOTE: Other than for the Oral Presentation, Proposers who wish to address the County Commission, County Board or Committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of The Code of Miami-Dade County must register with the Clerk of the Board and pay all applicable fees.

1.18 EXCEPTION TO THE RFP

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the County a meaningful opportunity to evaluate and rank proposals, and the cost implications of the exception (if any).

Where exceptions are taken, the County shall determine the acceptability of the proposed exceptions. The County, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the County may insist that the Proposer furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding Section, paragraph and page number in this RFP. However, the County is under no obligation to accept any exceptions. If no exception is stated, the County will assume that the Proposer will accept all terms and conditions.

1.19 PROPRIETARY/ CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

The Proposer shall not submit any information in response to this solicitation, which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal nonresponsive.

1.20 NEGOTIATIONS

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The County reserves the right to enter into contract negotiations with the recommended Proposer. If the County and the recommended Proposer cannot negotiate a successful contract, the County may terminate said negotiations and begin negotiations with another recommended Proposer. This process will continue until a contract acceptable to the County has been executed or all proposals are

rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

1.21 RIGHTS OF PROTEST

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No. 3-21.

As a condition of initiating any protest, the protester shall present to the Clerk of the Board a non-refundable filing fee payable to the Clerk of the Board in accordance with the schedule provided below.

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,001- \$100,000	\$500
\$100,001- \$500,000	\$1,000
\$500,001- \$5 million	\$3,000
over \$5 million	\$5,000

Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for a protest unless it was brought by that Proposer to the attention, in writing, of the procurement agent, buyer, contracting officer or other contact person in the County department that issued the solicitation document, at least two working days (not less than 48 hours) prior to the hour of the due date for proposal submission.

The foregoing notwithstanding, the protest may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in the request for proposals ("RFP") or request for qualifications ("RFQ") specifications.

All protests shall be submitted in writing to the Clerk of the Board pursuant to the procedures established in Section 2-8.4 and Administrative Order No. 3-21. The protest shall state with particularity the specific facts and grounds on which it is based, and shall include all pertinent documents and evidence and shall be accompanied by the corresponding filing fee. This shall form the basis for review of the protest and no other facts, grounds, documentation or evidence not contained in the protester's submission to the Clerk of the Board at the time of filing the protest shall be permitted in the consideration of the protest, except for such additional evidence as is allowed during the course of the protest proceedings.

A. Award Recommendations Over \$100,000

Award recommendations for contracts and purchases involving the expenditure of over \$100,000 will be in writing, signed by the issuing department to each competing Proposer announcing the recommended award, and a copy shall be deposited with the Clerk of the Board on the same day it is mailed. Any protest Proposer must be filed with the Clerk of the Board within ten (10) working days of the date of the award recommendation letter. Within two (2) working days of that filing, the protester shall supply the County Attorney and each Proposer in the competitive process with a true copy of each document that was filed with the protest. A hearing examiner shall be appointed to hear the protest and submit a written report and recommendation to the County Manager within twenty (20) working days of the filing of the protest (maximum 25 working days if hearing examiner consents to extension request).

Failure to timely file any written protest shall constitute a waiver of the right to protest the award recommendation.

B. Award Recommendations Over \$25,000 and up to \$100,000

Award recommendations for contracts and purchases involving the expenditure of over \$25,000 up to and including \$100,000 shall be posted by 9:00 a.m., every Monday in the lobby of the Stephen P. Clark Center, 111 NW 1st Street, Miami, FL 33128. Such recommendations shall be in writing and shall identify the Proposer to whom the award is being recommended and the basis therefor. It is the responsibility of the Proposer to monitor such bulletin after proposal submission to ascertain that a recommendation for award has been made. Participants can call the Awards Line at 305-375-4724 or (800) 510-4724, or contact the person identified on the cover page of the solicitation.

Any protest by a Proposer must be filed with the Clerk of the Board within five (5) working days of the posting of the award recommendation, together with the \$500.00 nonrefundable filing fee. Award recommendations for which a protest is not received within the five (5) working day period shall be awarded in accordance with the department's recommendation. Not later than twenty (20) working days from the filing of the protest, the Director of the issuing department shall review the written recommendation for award and the written protest, and after consultation with the County Attorney, shall issue a recommendation to the County Manager for final disposition of the protest.

The department shall provide an opportunity to settle the protest by mutual agreement within five (5) working days of the filing of the protest.

Failure to timely file any written protest shall constitute a waiver for the right to protest the award recommendation.

C. Award Recommendations \$25,000 and Less

Award recommendations for contracts and purchases involving the expenditure of \$25,000 or less are considered final and may not be protested.

1.22 LOCAL PREFERENCE

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of this Section, shall be defined as a Proposer which meets all of the following:

1. a business that has a valid occupational license, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.); and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the proposal submission date

stated in the solicitation:

- (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
- (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
- (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

If, following the completion of final rankings, a non-local business is the highest ranked proposer, and the ranking of a local proposer is within 5% of the ranking obtained by the highest ranked proposer, then the highest ranked local proposer shall have the opportunity to proceed to negotiations with the County under the applicable sections of this Code.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2006. Therefore, a vendor which meets the requirements of (1) and (2) above for Broward County shall be considered a local business pursuant to this Section.

The Proposer should complete, sign and submit the attached **Form A-5** "Local Business Preference" with the Technical Proposal in order to be considered for Local Preference.

1.23 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

1.24 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

1.25 CRIMINAL CONVICTION

Pursuant to Miami-Dade County Ordinance No. 94-34, "Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County." Accordingly, Criminal Record Affidavit forms are available upon request at Department of Procurement Management/Vendor Assistance Unit at (305) 375-5773 for those individuals or firms requesting to disclose this information only.

1.26 QUARTERLY REPORTING WHEN SUB-CONTRACTORS ARE UTILIZED

Proposers are advised that when subcontractors or subconsultant are utilized to fulfill the terms and conditions of this contract, Miami-Dade County Resolution No. 1634-93 will apply to this contract. This resolution requires the selected Proposer to file quarterly reports as to the amount of contract monies received from the County and the amounts thereof that have been paid by the contractor directly to Small Business Enterprises performing part of the contract work.

Additionally, the listed businesses are required to sign the reports, verifying their participation in the contract work and their receipt of such monies. For purposes of applicability, the requirements of this resolution shall be in addition to any other reporting requirements required by law, ordinance or administrative order.

1.27 INSPECTOR GENERAL REVIEWS

A. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW

Pursuant to Miami-Dade County Administrative Order 3-20 and in connection with any award issued as a result of this RFP, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the selected Proposer shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this RFP or any subsequent award, for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Proposer's cost/price for this RFP be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Proposer, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the selected Proposer in connection with this RFP or any contract issued as a result of this RFP. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the selected Proposer or third party.

B. MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any Contract issued as a result of this RFP shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total proposed amount. The audit cost will be deducted by the County from progress payments to the selected Proposer. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits

on all County contracts including, but not limited to, those contracts specifically exempted above.

1.28 PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.29 REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS ON COUNTY CONTRACTS

Ordinance 97-104, amended by Ordinance 00-30, requires a bid or proposal for a County or Public Health Trust contract involving the expenditure of \$100,000 or more include a listing of subcontractors and suppliers who will be used on the contract. The required listing must be filed prior to the contract award. The required listing must be submitted even though the Proposer will not utilize subcontractors or suppliers on the contract. In the latter case, the listing must expressly state no subcontractors, or suppliers, as the case may be, will be used on the contract.

FORM A-7.1, OR A COMPARABLE LISTING MEETING THE REQUIREMENTS OF ORDINANCE NO. 97-104 AS AMENDED BY ORDINANCE NO. 00-30, MUST BE COMPLETED AND SUBMITTED EVEN THOUGH THE PROPOSER MAY NOT UTILIZE SUBCONTRACTORS OR SUPPLIERS FOR THIS PROPOSAL. THE PROPOSER SHOULD ENTER THE WORD "NONE" UNDER THE APPROPRIATE HEADING(S) ON FORM A-7.1 IN THOSE INSTANCES WHERE NO SUBCONTRACTORS AND/OR SUPPLIERS WILL BE USED ON THIS PROPOSAL.

1.30 FAIR SUBCONTRACTING POLICIES (Ordinance 97-35)

All selected Proposers on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring Proposers to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
- c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- d) allows local subcontractors to meet with appropriate personnel of the Proposer to discuss the Proposer's requirements; and
- e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the Proposer's stated objectives.

All Proposers seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures (**see attached Form A-7.2**). Proposers who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.

The term "local" means having headquarters located in Miami-Dade County or having a place of

business located in Miami-Dade County from which the contract or subcontract will be performed.

The term "subcontractor" means a business independent of a Proposer that may agree with the Proposer to perform a portion of a contract.

The term "subcontract" means an agreement between a Proposer and a subcontractor to perform a portion of a contract between the Proposer and the County.

1.31 AFFIRMATIVE ACTION/NON DISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (ORDINANCE NO. 98-30)

In accordance with the requirements of Ordinance No. 98-30, all firms with annual gross revenues in excess of \$5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit (**see attached Form A-8**). Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit (**see attached Form A-8**) in accordance with Ordinance 98-30. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

1.32 AFFIDAVIT- PAID FEES, TAXES, PARKING TICKETS AND OBLIGATIONS ARE NOT IN ARREARS

In accordance with Section 2-8.1 (c) of the Miami-Dade County Code, and as amended by County Ordinance No. 00-30, and Section 2-8.1(h) as amended by Ordinance No. 00-67, the Proposer shall certify that all delinquent and currently due fees, taxes, parking tickets and that Proposer is not in arrears on obligations to the County. (See attached **Form A-10**.)

1.33 CODE OF BUSINESS ETHICS

In accordance with Section 2-8.(1) of the Code of Miami-Dade County each person or entity that seeks to do business with Miami-Dade County shall have or shall adopt a Code of Business Ethics ("Code") and shall, prior to execution of any contract between the contractor and the County, submit an affidavit stating that the contractor has adopted a Code that complies with the requirements of Section 2-8.1(i) of the Miami-Dade County Code (see attached **Form A-12**). Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

1.34 BANKRUPTCY

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be non-responsive.

1.35 DOMESTIC VIOLENCE LEAVE AFFIDAVIT

Prior to entering into any contract with the County, a firm desiring to do business with the County shall,

as a condition of award, certify that it is in compliance with the Domestic Leave Ordinance, 99-5 and Section 11A-60 of the Miami-Dade County Code. This Ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year. In accordance with Resolution R-185-00, the obligation to provide domestic violence leave to employees shall be a contractual obligation. The County shall not enter into a contract with any firm that has not certified its compliance with the Domestic Leave Ordinance (see attached **Form A-13**). Failure to comply with the requirements of Resolution R-185-00, as well as the Domestic Leave Ordinance may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

1.36 COUNTY USER ACCESS PROGRAM (UAP)

A. User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

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

B. Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

1.37 ORDINANCES, RESOLUTIONS AND/OR ADMINISTRATIVE ORDERS

To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the **Clerk of the Board at (305) 375-5126**.

1.38 SPECIAL SECURITY REQUIREMENTS

Special Security Requirements at the Seaport Department

Miami-Dade County Seaport Department (Port of Miami) operates under strict security regulations. These regulations involve the issuance of special identification (ID) cards after performing complete police background checks of individuals who are employed, hired or who are required to enter the restricted areas of the Port of Miami frequently (more than 5 times within a 90-day period). These ID cards are required for access and are issued by the Seaport Department at the current cost of \$60.00 per applicant per year. Therefore, the Contractor shall obtain and pay for ID cards for each of his/her

employees and/or agents who will be frequently visiting or performing services at the Port of Miami restricted areas. For more information concerning ID cards, you may contact the port of Miami ID Office at (305) 347-4955.

Special Security Requirements at the Miami-Dade Aviation Department (MDAD)

MDAD operates under strict security regulations. The selected Proposer must follow all security procedures required of workers at Miami International Airport. This will include security checks and passes for all employees, a special driving course for those who operate a vehicle on the aircraft operating area (AOA), additional badges to work within the US Customs service area and may include bonding for a Customs I.D. For Customs ID, call 305-526-2638 for information and pick-up forms package at Concourse B, lower level, Monday-Friday, Noon until 3:00 p.m. For Miami Dade Aviation Department ID, call 305-876-7418 for appointment and to pick-up package. The selected Proposer is responsible for all costs incurred in obtaining security badges. Security clearance must be obtained prior to the start of a contract issued as a result of this RFP.

1.39 CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX:

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works/Office of Citizens' Independent Transportation Trust (OCITT) as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works/OCITT shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works/OCITT purchases unless and until **both** the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); **and**, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works/OCITT in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Works/OCITT inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

1.40 CONTRACT EXTENSION

The County reserves the right to exercise its option to extend a 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 upon mutual agreement between the County and the successful proposer(s), upon approval by the Board of County Commissioners.

1.41 LOBBYIST CONTINGENCY FEES

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which forseably will be heard or reviewed by the County Commission or a County board or committee.

1.42 COMMISSION AUDITOR ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

1.43 SPECIAL SECURITY REQUIREMENTS AT WATER AND SEWER DEPARTMENT

Miami-Dade County Water and Sewer Department (WASD) operates under strict security regulations. These regulations involve the issuance of special identification (ID) cards after performing complete police background checks of individuals who are employed, hired or who are required to enter the restricted areas of WASD frequently. These ID cards are required for access and are issued by the WASD at the current cost of \$20.00 per applicant per year. Therefore, the Contractor shall obtain and pay for ID cards for each of its employees and/or agents who will be frequently visiting or performing services at WASD restricted areas.

1.44 SUPPLEMENTAL GENERAL CONDITION

Proposers are advised that the provisions of Miami-Dade County Ordinance 99-44 will apply to any contract(s) awarded pursuant to this RFP. By submitting a Proposal pursuant to these specifications, a Proposer is hereby agreeing to comply with the provisions of Ordinance 99-44, and to acknowledge awareness of the penalties for non-compliance. A copy of this ordinance may be obtained from the department issuing the specifications for this RFP.

This Supplemental General Condition is organized with the following sections:

1. Definitions
2. Minimum Wages and Posting of Information.
3. Liability for Unpaid Wages; Liquidated Damages; Withholding
4. Payrolls, Basic Records and Reporting
5. Subcontracts
6. Complaints and Hearings; Contracts Termination and Debarment

1. DEFINITIONS

- A. Administrative hearing officer means a qualified arbitrator appointed by the County Manager to resolve disputes arising from the enforcement of Miami-Dade County Ordinance 99-44.
- B. Applicable department means the County department(s) using the service contract.
- C. Complaint means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Ordinance.
- D. Compliance officer means the County Manager or his/her designee to review compliance with Ordinance 99-44 and this Administrative Order.
- E. Contract means an agreement for services covered by Ordinance 99-44 involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust.
- F. Contracting officer means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.

- G. County means the government of Miami-Dade County or the Public Health Trust.
- H. Covered employee means anyone employed by any service contractor, as further defined in Ordinance 99-44, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with the County.
- I. Covered employer means any and all service contractors and subcontractors of service contractors providing covered services. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:
 - i. the service contractor is paid in whole or in part from the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, for contracted covered service whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and
 - ii. the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or
 - iii. the service contractor is a GASP permittee at Miami International Airport.
- J. Covered services are services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:
 - (i) County Service Contracts - Contracts awarded by the County that involve a total contract value of over \$100,000 per year for the following services:
 - (a) food preparation and/or distribution;
 - (b) security services;
 - (c) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
 - (d) clerical or other non-supervisory office work, whether temporary or permanent;
 - (e) transportation and parking services including airport and seaport services;
 - (f) printing and reproduction services; and,
 - (g) landscaping, lawn and/or agricultural services
 - (ii) GASP Permittee - Any covered service that is provided by a GASP permittee at Miami International Airport without reference to any contract value.
 - (iii) Services Performed by County Employees - Should any services that are being performed by County employees at the time Ordinance 99-44 was enacted be solicited in the future by the County to be performed by a service contractor, such services shall be covered subject to this Ordinance regardless of the value of the contract and language requiring same shall be inserted into any implementing legislation.
- K. Debar means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to section 10-38 of the Code of Miami-Dade County.
- L. Living wage means the minimum hourly pay rate with or without health benefits health benefits as further described in Ordinance 99-44.
- M. Living Wage Commission means a fifteen person commission established by the County

Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications submitted by covered employers, reviewing quarterly reports on complaints filed by employees and making recommendations to the County Mayor and Commission.

- N. Project manager means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.

2. MINIMUM WAGES AND POSTING OF INFORMATION

- A. All covered employees providing service pursuant to the service contractor's contract with the County shall be paid a living wage of no less than \$9.81 per hour with \$1.42 per hour for health benefits, as described in this section, or otherwise \$11.23 per hour regardless of any contractual relationship which may be alleged to exist between the contractor and such employees. The covered employer may comply with the living wage provision by choosing to pay no less than the specified hourly wage rate when said employer also provides health benefits, such health benefits shall consist of at least \$1.42 per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of such benefits must be submitted to the applicable department to qualify for the wage rate for employees with health benefits.
- B. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account. The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
- C. Covered employers must post in a visible place on the site where such contract work is being performed, a notice specifying the (1) wages/benefits to be paid; (2) the amount of liquidated damages for any failure to pay such specified combined overall hourly wage rate and benefits; and (3) the name and address of the responsible official in Miami-Dade County to whom written complaints should be sent. Posting requirements will not be required where the employer prints the following statements on the front of the covered employee's paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole. Any written complaints of underpayment should be filed with the Director of the Department of Business Development, 175 Northwest First Avenue, 28th Floor, Miami, FL, 33128, (305) 349-5960.
- D. Covered employers must refrain from terminating or otherwise retaliating against an employee performing work on the contract even though a complaint of practices prohibited by Ordinance 99-44 has been filed by the employee or other investigative or enforcement action is being taken regarding such service contractor.

3. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

- A. In the event of any underpayment of required wage rates, the contractor shall be liable to the underpaid employee for the amount of such underpayment within thirty (30) days of the findings of violation. Covered employers found to be in violation of the requirements of Ordinance 99-44 shall be required to pay liquidated damages of \$500 to the County for each employee of the covered employer, who performs any portion of the contract work for each

week, or portion thereof, that is paid less than the specified living wage rate and health benefits. Written request for appeals of violations must be filed with compliance officer within ten (10) days of receipt of the violation.

- B. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Department of Business Development (DBD) for depository into the DBD Trust Fund. Proceeds from the "Trust Fund" shall be held for one (1) year and if not claimed by the underpaid employee, shall be transferred to the State of Florida.
- C. The County may withhold from service contractor any moneys payable on account of work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Ord. 99-44, the project manager may withhold or cause to be withheld from the service contractor under this agreement so much of the accrued payments or advances as may be considered necessary to pay employees of the covered employer the full amount of wages required by the contract. In the event of failure to pay any covered employee, employed or working on the project, all or part of the wages required by the contract, the project manager may, after written notice to the service contractor, take such action as may be necessary to cause the suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the covered employee only in accordance with the provisions of Section 6, "Complaints and Hearings; Contract Termination and Debarment".
- D. In addition to the payment of penalties and backwages, repeat offenders may be debarred from doing business with the County for a period of up to five years and/or have their contracts terminated.

4. PAYROLL; BASIC RECORDS; REPORTING

- A. Each covered employer shall maintain payrolls for all covered employees and basic records relating thereto and shall preserve them for a period of three (3) years. The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; a record of health benefit payments including contributions to approved plans; and any other data or information the Living Wage Commission or compliance officer should require from time to time.
- B. The service contractor shall provide a certificate to the applicable department, with every invoice or requisition for payment, that includes the name, address, and phone number of the covered employer, a local contact person, and the specific project for which the service contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the contract specifications; and the name and social security number of every employee that provided service for that requisition for payment.
- C. The covered employer shall submit the information required hereunder every six (6) months, to the applicable department a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.
- D. The covered employer shall file with the applicable department, every six months, reports of

employment activities to be made publicly available, including: race and gender of employees fired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.

- E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for debarment. The service contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

5. SUBCONTRACTS

The service contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The service contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision.

6. PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT

- A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A.
- B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:
 - i) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
 - ii) The penalties assessed;
 - iii) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,
 - iv) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.
- C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.
- D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit the list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within

which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.

- E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Ordinance 99-44. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Ordinance 99-44,
- F. In addition to the payment of penalties and back wages, the County Manager may debar, for a period not to exceed five (5) years, a service contractor or subcontractor and the principal owners and/or qualifying agents thereof found to have violated the requirements of Ordinance 99-44 a second time. If the County Manager determines a covered employer failed to comply with these provisions a third time, the non-complying covered employer's service contract with the County may be terminated.
- G. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.
- H. A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment, and any other remedies available to the County.

SECTION 2.0 - SCOPE OF SERVICES

2.1 INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County General Services Administration (GSA) is soliciting proposals from qualified firms for Security Guard and/or Screening services in a manner that ensures the highest level of security at each and every facility where services are provided.

The types of services required under this RFP are:

- Armed Security
- Unarmed Security
- Electronic Screening

Each of these services requires special technical and managerial proficiencies; therefore, specific prior experience requirements must be met to adequately provide such services. **Services at a given facility shall be provided by a single selected Proposer.** The services to be provided are organized into a total of three (3) Tiers and six (6) Sectors as follows:

Tier	Number of Sectors	Service Required	Sector Numbers
Tier 1	2	Security Guard Services	Sectors*: 1D,1E
Tier 2	2	Electronic Screening Services alone, or a combination of Screening and Security Guard services	Sectors: 2A, 2B
Tier 3**	2	Electronic Screening services alone, or a combination of Screening and Security Guard Services or any other specialized services	Sectors: 3A, 3B

**Tier 3 consists of Sector 3A, Miami International Airport (MIA), and Sector 3B, Port of Miami (POM). Selected Proposer(s) at MIA and POM shall follow the unique federal security requirements and shall be accountable to Federal authorities.

The two (2) Sectors under Tier 1 require Security Guard Services only and will be referred to as Tier 1 Sectors. The two (2) Sectors under Tier 2 requiring Electronic Screening Services alone or a combination of screening and security guard services will be referred to as Tier 2 Sectors. Miami-International Airport and Port of Miami will be referred as Tier 3 Sectors.

*Sectors 1A, 1B, and 1C are covered under RFP 487B. Tier 1 Sectors (excluding the Sectors of RFP No. 487B) encompass the entire area of Miami-Dade County. Tier 2 Sectors likewise are specific geographic areas that encompass the entire area of the County. Tier 1 and Tier 2 overlap one another. A Tier 1 facility (one that does not require Screening services) may lie in close proximity to a Tier 2 facility (one that does require Screening services).

Sector boundaries have been drawn in such a way as to delineate Sectors that are in the best interest of the County. Due to the necessity to ensure that only one selected Proposer provides services to a facility, it may become necessary from time to time to reassign specific facilities between Sectors. Please refer to Section 2.6 (4) of the RFP document.

The County reserves the right to add or delete a Sector or a facility from a Sector during the term of a Contract issued as a result of this RFP, and any extensions or renewals thereof. The County also reserves the right to solicit for new/additional Tiers/Sectors that may be established by the County in the future. The County, at its sole discretion, may award a new Sector/Tier to a selected Proposer in the best interest of the County.

The County anticipates awarding a contract for a three (3) year period, with two (2) two-year options to renew, at the County's sole discretion. Continuation of the contract beyond the initial period, and any option subsequently exercised, is at the County's sole discretion.

2.2 MINIMUM QUALIFICATION REQUIREMENTS

Proposers shall provide documentation in their Proposal that demonstrates their ability to satisfy the minimum qualification requirements. Proposers who do not meet the minimum qualification requirement or who fail to provide supporting documentation will not be considered for award.

The minimum qualification requirements for this RFP are as follows:

- A. Proposers shall have a class "B", Security Agency, or "BB", Security Agency Branch Office, License issued by the State of Florida, Division of Licensing.

- B. Central Dispatch Center: Proposers shall have a stationary base station/office where the Central Dispatch Center is located. The Dispatch Center shall have at least five (5) lines: four (4) dedicated telephone lines for incoming and outgoing voice phone calls, and one (1) additional dedicated line for fax and/or computer use. The use of cellular phones and/or call forwarding for the main central dispatch telephone lines is unacceptable. A mobile transmitter/receiver or a handheld radio operated from the field or the office will not be considered sufficient to adequately provide dispatch service. The term "Office" does not include a home office, mail drop location, cellular or Nextel phone, or other location.

The Central Dispatch Center shall be independently owned and operated by the Proposer. This center shall not be outsourced to another company unless approved in writing by the County Contract Administrator.

These requirements are continuing conditions throughout the term of a Contract issued as a result of this RFP.

2.3 OBJECTIVES

It is the intent of the County to protect its personnel and/or property by means of well-trained, experienced, alert, interested, and reliable selected Proposer's personnel. The selected Proposer shall impress upon its personnel that their primary duty and responsibility is to safeguard the employees, the general public and County property. This general order supersedes all others. The selected Proposer's personnel shall act in a courteous and professional manner at all times. The selected Proposer shall provide appropriately equipped and trained personnel, with background inspections completed according to Miami-Dade County's specified eligibility criteria. These personnel shall provide protection for Miami-Dade County personnel and property in and around Miami-Dade County facilities. The selected

Proposer(s) shall be liable for losses; potential losses or damages arising from the actions of its personnel.

2.4 PRE-CONDITIONS OF NOTICE-TO-PROCEED

The selected Proposer(s) shall commence work upon issuance of a Notice-to-Proceed by the County. The County will issue a Notice-To-Proceed, at its discretion, but not until the selected Proposer(s) has met the following requirements:

- A) The selected Proposer(s) shall have a radio license, issued to the selected Proposer(s) by the Federal Communications Commission (FCC), which permits radio operations/coverage in Miami-Dade County. Two-way radio coverage shall cover the entire County.
- B) The selected Proposer(s) shall have a local management office as specified in Section 2.6 (17) of the RFP document. The County reserves the right to inspect the office at any time.
- C) The selected Proposer(s) shall meet the Performance Bond requirements as specified in Section 2.14 of the RFP document.
- D) The selected Proposer shall meet the insurance requirements as specified in Section 5, Article 10.
- E) The selected Proposer(s) shall provide the names, resumes with prior job descriptions, personnel files, detailed qualifications, all licenses and certificates for Project Manager, Contractor Field Supervisor and Site Supervisor that will be assigned to a Contract issued as a result of this RFP. The personnel requirements are specified in Section 2.6 (1). The County reserves the right to interview and approve personnel.
- F) The selected Proposer(s) shall have a Communication System that meets the requirements as specified in Section 2.6 (19). These criteria and all other facets of the Proposer's radio communications system shall be evaluated by County radio technicians or other person(s) designated by the County Contract Administrator or designee prior to the issuance of Notice-To-Proceed. Should the system be judged inadequate to provide service within the contractual standards specified herein, and the selected Proposer is unable or unwilling to make changes deemed necessary by the County, the Notice-To-Proceed will not be issued by the County.
- G) The selected Proposer(s) shall establish a Quality Assurance Plan (QAP) as specified in Section 2.6 (22) of the RFP document. The plan shall be approved by the County Contract Administrator before the Notice-To-Proceed is issued by the County.

2.5 LOCATION OF REQUIRED SERVICES

It is the intent of the County to award the following Sectors for the provision of Security Guard and/or Screening services for selected facilities as well as for other facilities as may be required by the County during the term of a Contract, issued as a result of this RFP, and any renewals and extensions thereof.

A) Tier 1 Sectors

The following is a description of the two Tier 1 Sectors, including geographic boundaries, and the **approximate service hours per week**, number, type of security personnel and vehicles.

Sector 1D: Bounded on North by the South side of Flagler Street (**EXCLUDING 140 WEST FLAGLER BUILDING**), extending South to the North side of SW 64th Street, East and West to the Miami-Dade County limits. This Sector includes the following:

Total number of Facilities:	Nineteen (19)
Level 1 Officers:	1,745.5 Hours or approximately forty-four (44) Officers
Level 2 Officers:	0 Unarmed hours or approximately (0) Officers
Level 2 Officers:	1,006.0 Armed hours or approximately twenty-five (25) Officers
Level 3 Officers:	61.0 Armed hours or approximately two (02) Officers
Vehicle:	134.5 Hours totaling one (01) vehicle
Golf Cart:	168.0 Hours totaling one (01) Golf Carts
Radios:	28

All current/future Miami-Dade Housing Agency (MDHA) facilities/buildings that fall/may fall in the geographic boundaries of Sector 1D are excluded from this Sector.

Sector 1E: Bounded on the North by the South side of SW 64th Street, and extending South, East and West to the Miami-Dade County limits. This Sector includes the following:

Total number of Facilities:	Twenty seven (27)
Level 1 Officers:	1,906.5 Hours or approximately forty-eight (48) Officers
Level 2 Officers:	86.0 Unarmed hours or approximately two (02) Officers
Level 2 Officers:	2,078.5 Armed hours or approximately fifty-two (52) Officers
Level 3 Officers:	1,086.0 Armed hours or approximately twenty-seven (27) Officers
Vehicle:	1,246.0 Hours totaling ten (10) vehicles
Golf Cart:	45.0 Hours totaling one (01) Golf Cart
Radios:	50

All current/future Miami-Dade Housing Agency facilities/buildings that fall/may fall in the geographic boundaries of Sector 1E are excluded from this Sector.

B) Tier 2 Sectors

The following is a description of the two Tier 2 Sectors, including geographic boundaries, and the approximate service hours, number, type of security personnel and vehicles.

Sector 2A: Excluding the area of Miami International Airport (Sector 3A), this Sector is bounded on the North by the Miami-Dade County line, South by State Road 836/395, East (to include Miami-Beach) and West by the Miami-Dade County limits. This Sector includes the following:

Total number of Facilities:	Ten (10)
Level 1 Officers:	855.5 Hours or approximately twenty-one (21) Officers
Level 2 Officers:	40.0 Hours or approximately one (01) Officer
Level 2 Officers:	633.0 Armed hours or approximately fifteen (15) Officers
Level 3 Officers:	585.25 Armed hours or approximately fourteen (14) Officers
Screeners:	1,606.0 Hours or approximately forty (40) Screeners
Vehicles:	0 Hours totaling (0) vehicles
Golf Cart:	168.0 Hours totaling one (01) Golf Cart
Radios:	49

All current/future Miami-Dade Housing Agency (MDHA) facilities/buildings that fall/may fall in the geographic boundaries of Sector 2A are excluded from this Sector.

Sector 2B: Bounded on the North by State Road 836/395, extending to the South, East and West to the Miami-Dade County limits. This Sector includes the following:

Total number of Facilities:	Eight (8)
Level 1 Officers:	1,073.5 Hours or approximately twenty-seven (27) Officers
Level 2 Officers:	65.0 Unarmed hours or approximately two (02) Officers
Level 2 Officers:	738.0 Armed hours or approximately eighteen (18) Officers
Level 3 Officers:	446.0 Unarmed hours or approximately eleven (11) Officers
Screeners:	1,341.0 Hours or approximately thirty-four (34) Screeners
Vehicle:	0 Hours totaling (0) vehicles
Golf Cart:	168.0 Hours totaling one (01) Golf Cart
Radios:	45

All current/future Miami-Dade Housing Agency (MDHA) facilities/buildings that fall/may fall in the geographic boundaries of Sector 2B are excluded from this Sector.

C) Tier 3 Sectors

The following is a description of Tier 3 Sectors, including geographic boundaries, and the approximate service hours, number, type of security personnel and vehicles.

Sector 3A: Bounded within the confines of the Miami International Airport (Aviation Department) which at the time of the RFP is; Bounded on the North by Northwest 36th Street, extending South to State Road 836/395, East by LeJeune Road (NW 42nd Avenue) and on the West by Northwest 72nd Avenue. This Sector includes the following:

Level 1 Officers:	336.0 Hours or approximately eight (08) Officers
Level 2 Officers:	1,555.0 Hours or approximately thirty-nine (39) Officers
Level 2 Officers:	0 Armed hours or approximately (0) Officers
Level 3 Officers:	228.0 Unarmed hours or approximately six (06) Officers
Vehicle:	1,008.0 Hours totaling six (6) vehicles
Golf Cart:	0 Hours totaling (0) Golf Cart
Radios:	21
Screeners:	2,152.5 Hours or approximately fifty (50) Screeners

Sector 3B: Bounded within the confines of the Port of Miami (Seaport Department), formerly Dodge & Lummus Islands. Bounded on the north by the Main Ship Channel, extended south to Fisherman’s Channel, east by Government Cut, west by Biscayne Boulevard, including the bridges from N.E. 5th and N.E. 6th Street to the Port of Miami. This Sector includes the following:

Level 1 Officers:	302.0 Hours or approximately eight (08) Officers
Level 2 Officers:	908.0 Hours or approximately twenty-three (23) Officers
Level 2 Officers:	0 ARMED hours or approximately (0) Officers
Level 3 Officers:	940.0 UNARMED hours or approximately twenty-three (23) Officers
Vehicle:	0 Hours totaling (0) vehicles
Golf Cart:	0 Hours totaling (0) Golf Cart
Radios:	21
Screeners:	450.0 Hours or approximately eleven (11) Screeners

Note: Map of Sectors is provided herein as Attachment A.

2.6 REQUIREMENTS AND SERVICES

1. PERSONNEL REQUIREMENTS

All licenses and other personnel requirements shall be maintained throughout the term of a Contract issued as a result of this RFP and any extensions or renewals thereof.

A) PROJECT MANAGER

The Project Managers shall meet the following requirements:

- i) Shall have a valid "MB" / "M" (Manager of a Security Agency) State License from the Florida Department of State, and shall maintain this license at all times while providing service to the County under a Contract issued as a result of this RFP.
- ii) Project Manager for Tier 1 Sectors: Shall have a high school diploma or a GED **and** shall have a minimum of four (4) years of experience in the management and operation of security or police services within the past five (5) years or

Shall have a bachelors degree **and** two (2) years of experience in the management and operation of security or police services within past three (3) years

Project Manager for Tier 2 & 3 Sectors: Shall have a high school diploma or a GED **and** shall have a minimum of two (2) years of experience in the management and operation of security or police or screening services and two (2) years in management and operations of screening services or

Shall have a bachelors degree **and** at least two (2) years of experience in the management and operations of screening services within past three (3) years

High school diploma, GED and bachelors degree shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED and Bachelors degree.

- iii. Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.
- iv. Shall be at least 21 years of age
- v. Shall pass a urinalysis test showing abstinence from drug/illegal substance use, except prescribed medications
- vi. Be able to communicate (oral and written) in English. Security work often deals with life/safety issues; therefore, Project Manager shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English

must be sufficient to permit full communication, even in times of stress.

- vii. Project Manager for Sector 3B (Port of Miami) shall pass an extensive background investigation, which includes ten (10) years employment history check in addition to a Criminal Background Check and a fingerprint check with the FBI. Project Manager shall pass an extensive background investigation in accordance with Florida Statute 311.12 which includes a fingerprint-based NCIC/FCIC background check via FDLE. This check is mandatory by FDLE (The selected Proposer shall assume all related cost.)

B) CONTRACTOR FIELD SUPERVISOR

Contract Field Supervisors employed by the selected Proposer(s) shall meet the following requirements:

- i. Shall have a valid Class "D", Security Officer, license from the Florida Department of State, pursuant to Florida Statute 493 and shall maintain this license at all times while providing service to the County under a Contract issued as a result of this RFP.
- ii. Shall have a valid Firearms ("G") license from the Florida Department of State
- iii. Shall have a high school diploma or a GED and minimum three (3) years of experience as a police officer / Minimum three (3) years of experience as a military police officer / Minimum three (3) years of experience a correctional officer (sworn with powers of arrest) / Minimum six (6) years of experience as a career military or Accredited Bachelors degree and/or its equivalent in credit hours

High school diploma, GED and bachelors degree shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED and Bachelors degree.
- iv. Shall have at least one (1) year of experience as a Supervisor of Contract Security personnel or
One (1) year of experience as a Level III Security Officer under a Miami-Dade County Contract
- v. Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.
- vi. Shall have a valid State of Florida Driver's license
- vii. Shall be at least 21 years of age
- viii. Shall successfully complete a medical examination, to be conducted at selected Proposer's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum,

tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.

- ix) Be able to Communicate (oral and written) in English. Security work often deals with life/safety issues; therefore, Contractor Field Supervisor shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.
- x) Criminal Background Checks: All Contractor Field Supervisors shall have a state and national criminal history background check completed prior to providing service to the County. The selected Proposer may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. They shall also pass the FDLE and National background check.
- xi) All Contractor Field Supervisors that are assigned to work at Tier 3 shall pass an extensive background investigation, which includes ten (10) years employment history check in addition to a Criminal Background Check and a fingerprint check with the FBI. This check is mandatory by the TSA. Additionally all Contractor Field Supervisors that are assigned to work at Sector 3B shall pass an extensive background investigation in accordance with Florida Statute 311.12 which includes a fingerprint-based NCIC/FCIC background check via FDLE. This check is mandatory by FDLE (The selected Proposer shall assume all related cost.)

C) SITE SUPERVISOR

All Site Supervisors employed by the selected Proposer(s) to provide services to the County are required to meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section, unless specifically and individually waived in writing by the County Contract Administrator or designee. All Site Supervisors shall meet the following requirements:

- i) Shall have a, a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493 and shall maintain this license at all times while providing service to the County under a Contract issued as a result of this RFP.
- ii) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.
- iii) Shall have a valid State of Florida Driver's license (Required if assigned to vehicular patrol (e.g. motor vehicles or golf cart.)
- iv) Shall be at least 21 years of age.
- iii) Shall have a high school diploma or a GED. High school diploma or GED shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED;

- iv) Shall successfully complete a medical examination, to be conducted at selected Proposer's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.

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

- viii) Criminal Background Checks: All Site Supervisors shall have a state and national criminal history background check completed prior to providing service to the County. The selected Proposer may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. All Site Supervisors shall also pass the FDLE and National background check.

- ix) All Site Supervisors that are assigned to work at Tier 3 shall pass an extensive background investigation, which includes ten (10) years employment history check in addition to a Criminal Background Check and a fingerprint check with the FBI. This check is mandatory by the TSA. Additionally, all Site Supervisors that are assigned to work at Sector 3B shall pass an extensive background investigation in accordance with Florida Statute 311.12 which includes a fingerprint-based NCIC/FCIC background check via FDLE. This check is mandatory by FDLE (The selected Proposer shall assume all related cost.)

All Site Supervisors shall meet all the qualifications specified above and the specific qualifications as specified below:

a. SITE SUPERVISOR FOR SECURITY SERVICES:

The selected Proposer(s) shall provide a Site Supervisor when required by the County. The minimum requirements of a Site Supervisor are as follows:

- i. Valid firearms class "G" (when applicable) license issue by the Florida Department of State, pursuant to Florida Statute 493
- ii. One (1) year of supervisory experience or six (6) months experience working on the County's Security Services contract

The candidate for this position shall be approved by the County Contract Administrator of designee.

b. SITE SUPERVISOR FOR SCREENING SERVICES:

The selected Proposer(s) shall provide a Site Supervisor knowledgeable in all aspects of Weapon Screening, including the use of Electronic Screening equipment such as X-ray

machines, walk-thru Magnetometers, and handheld screening devices; and the application of physical and visual searching techniques. This position, when required by the County, shall be the equivalent of the highest classification of officer supervised (or higher). The Site Supervisor will be an operational Supervisor. The minimum requirements are:

- i. Minimum of six (6) months continuous Weapon Screening experience
- ii. Valid firearms class "G" (when applicable) license issued by the Florida Department of State, pursuant to Florida Statute 493.

The candidate for this position shall be approved by the County Contract Administrator or designee.

D. SECURITY OFFICERS

All levels of Security Officers employed by the selected Proposer(s) to provide services to the County shall meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section, unless specifically and individually waived in writing by the County Contract Administrator or designee. The County reserves the right to interview and approve any personnel during the contract term and any extensions or renewals thereof. All level of Security Officers shall meet the following requirements:

- i) Shall have a, a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493. All officers shall maintain this license at all times while providing service to the County under a Contract issued as a result of this RFP.
- ii) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.
- iii) Shall have a valid State of Florida Driver's license (Required if Security Officer is assigned to vehicular patrol (e.g. motor vehicles or golf cart.)
- iv) Shall be at least 21 years of age.
- v) Shall have a high school diploma or a GED. High school diploma or GED shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED;
- vi) Shall successfully complete a medical examination, to be conducted at selected Proposer's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.
- vii) Be able to Communicate in English: Security work often deals with life/safety issues;

therefore, all security officers shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

- viii) Criminal Background Checks: All security officers shall have a state and national criminal history background check completed prior to providing service to the County. The selected Proposer may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. All security officers shall also pass the FDLE and National background check.
- ix) All Security Officers that are assigned to work at Tier 3 shall pass an extensive background investigation, which includes ten (10) years employment history check in addition to a Criminal Background Check and a fingerprint check with the FBI. This check is mandatory by the TSA. Additionally, all Security Officers that are assigned to work at Sector 3B shall pass an extensive background investigation in accordance with Florida Statute 311.12 which includes a fingerprint-based NCIC/FCIC background check via FDLE. This check is mandatory by FDLE (The selected Proposer shall assume all related cost.)

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

i. Level I

This is the lowest classification of unarmed Security Officers.

- a) Minimum one (1) year of experience as a licensed Security Officer or Minimum one (1) year management/supervisory experience or one (1) year of accredited college course of study and/or its equivalent in credit hours

ii. Level II

This is the intermediate classification of Security Officer. This may be an armed or unarmed position. Minimum requirements for Level II officers are:

- a) Valid Firearms (“G”) license (when applicable)
- b) Prior military experience or
Prior correctional officer or
Prior police officer or
Police or correctional academy graduate or
Accredited associates degree and/or its equivalent in credit hours

iii. Level III

This is the highest classification of Security Officer. The minimum requirements for Level III are:

- a) Valid Firearms (“G”) license
- b) Minimum three (3) years of experience as a police officer or

- Minimum three (3) years of experience as a military police officer or
- Minimum three (3) years of experience a correctional officer (sworn with powers of arrest) or
- Minimum six (6) years of experience as a career military or
- Accredited Bachelors degree and/or its equivalent in credit hours

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

E. Screening Officers

The Screening Officers (for Tier 2 and Sector 3A) shall meet all qualifications for Level I security officers and shall have received the training as specified in Section 2.6 (16) (G).

F. Screening Officers for Sector 3B (Port of Miami)

All Screening Officers for Sector 3B shall meet all qualifications for Level III security officers and shall have received the training as specified in Section 2.16 (16) (G).

G. ALL PERSONNEL

All personnel employed by the selected Proposer(s) shall keep active, and possess at all times while on duty, those professional, technical licenses or certificates as required by the Florida State Statute. This includes a company issued photo I.D. card. All of the above are to be conspicuously displayed at all times while on duty. The selected Proposer shall provide in all instances radio equipped, uniformed Security/Screening Officers, and armed if requested, to provide Security/Screening service at designated locations. The number of personnel and hours of service required will be specified by Miami-Dade County, to the selected Proposer(s).

Required Documentation

All personnel providing services to the County, shall display on their uniform as required and keep current, all appropriate cards, certificates, and licenses, as follows:

	Security Officer/Site Supervisor	Contractor Supervisor	Field
State of Florida "D" Security Officer License	Yes	Yes	
State of Florida "G" Firearms License	*Yes	Yes	
State of Florida Driver's License	**Yes	Yes	
Company-issued Photo ID Card	Yes	Yes	

* Only required if assigned to armed post

** Only required if assigned to vehicular patrol (e.g. motor vehicles or golf cart.)

Personnel may not be employed by the selected Proposer(s) to provide services to the County

if he/she currently or in the past has:

- a. Any Felony, Sexual or Domestic Violence conviction.
- b. Discharged from the Military under any conditions other than Honorable.
- c. Any history of irresponsible behavior (only if assigned to a vehicular patrol), including but not limited to an unreasonable driving record, or a problem employment record as determined by the County Contract Administrator or designee.
- d. Any criminal activity listed in 49 US Code of Federal Regulations (CFR) section 1542.209, *Disqualifying Criminal Offenses* and 19 CFR 122.183, *Denial of Access*, for assignments involving Aviation Department properties.

The work performed on a Contract issued as a result of this RFP requires frequent and prolonged walking and standing. Occasionally, Security/Screening Officers may be required to subdue violent people. Physical stamina is a basic requirement of this position. Any individual, who cannot meet the physical requirements of the position, including inability discovered through the job performance, will not be qualified to work under a Contract issued as a result of this RFP.

In addition all personnel shall possess good human relations skills.

2. SPECIFIC TASKS & RESPONSIBILITIES

The tasks, responsibilities or requirements outlined below are specific, but will vary from facility to facility. The tasks expected by the County shall be performed by personnel employed to provide services to the County, and include, but are not limited to, the following:

A) Project Manager:

The selected Proposer(s) shall provide a full-time Project Manager per Sector to provide services to the County. The Project Manager shall be interviewed and approved by the County Contract Administrator prior to providing services to the County. This individual will supervise all contract operations and coordinate reports, Security/Screening Officer assignments, and time sheets with the County. The Project Manager may perform other duties for the selected Proposer, but shall be available at all times to meet with or respond to County staff. Should the performance of those other duties be deemed by the County Contract Administrator or designee to impact service to the County, the selected Proposer may be required to reduce or eliminate said additional duties. The selected Proposer shall provide a local telephone and cellular number or numbers (i.e. within Miami-Dade County) where the Project Manager (or identified alternate) may be reached 24 hours per day, 7 days per week, on a year-round basis. An answering service or machine is not acceptable. The Project Manager shall provide overall management and coordination of a Contract issued as a result of this solicitation and shall act as the primary point of contact with the County. The Project Manager or alternate shall have full authority to act for the selected Proposer(s) on all matters related to the daily operations.

The Project Manager shall complete the required screener training within sixty (60) days of the contract start date, if he/she does not satisfy the requirements as specified in Section 2.6 (16) (G).

Tasks:

- i. Maintain Quality Assurance Plan as specified in Section 2.6 (22)
- ii. Report to the County Contract Administrator on an "As needed" basis or when requested by the County Contract Administrator or designee
- iii. Respond to verbal/written notifications of Contract violations as specified by the County Contract Administrator or designee
- iv. Ensure that all personnel are properly trained prior to being assigned to a facility/post
- v. Meet with County Contract Administrator or designee on a monthly basis or as requested by the County
- vi. Act on behalf of the selected Proposer(s) on all matters related to the Contract issued as a result of this RFP
- vii. Ensure that there is sufficient cross-trained staff for backups and replacement
- viii. Be knowledgeable and adhere to contractual standards and procedures regarding weapon safety
- ix. Respond to requests within thirty (30) minutes via telephone contact or meeting as specified by the County
- x. Ensure that x-ray and magnetometer calibration reports are completed as required (Applies to Tier 2 and Tier 3)

B) Contractor Field Supervisor:

The selected Proposer shall provide active, on-duty supervision for every shift covered by the selected Proposer on a 24-hour per day, year-round basis. These Field Supervisors shall be uniformed, armed, and equipped with marked vehicles. The Field Supervisors shall have no duties other than the inspection, supervision, and training of personnel assigned to provide services to the County. The Field Supervisors shall conduct inspections in the field on all shifts, answer questions, resolve problems, respond to emergencies, and otherwise complete tasks as identified in this RFP. The level of supervision provided by the selected Proposer shall be a minimum of two (2) Contractor Field Supervisors per Sector for each shift.

While conducting such inspections, Field Supervisors shall record such visits and any deficiencies found during inspections in the site logbook and in the form of an incident report. During any of the above listed shifts, upon the Field Supervisor completing the minimum required post inspections, he/she shall remain in the selected Proposer's assigned Sector for the remainder and continuously patrol and complete additional post inspections. In any case that a Field Supervisor is unable to complete the minimum post inspections, a verbal notification shall be provided to the Security Operations Center before the end of the shift. Additionally, written notification shall be provided to the County Contract Administrator or designee within 24 hours. In the event that the County Contract Administrator or designee determines that the level of supervision provided by the selected Proposer is deemed insufficient to effectively manage the personnel, the County Contract Administrator or designee and the selected Proposer shall meet to discuss the selected Proposer's supervision plan and what the selected Proposer shall do to improve its performance level. Such actions may include the selected Proposer providing additional Field Supervisors and/or increasing the number of required post inspections per shift.

Tasks:

- i. Respond to on-site emergencies or to requests from GSA Security Management within thirty (30) minutes of occurrence/request
- ii. Conduct on-site inspections, answers questions, and offers advice on a 24-hour per day

basis

- iii. Provide technical and administrative advice on each shift
- iv. Assure proper assignment coverage. If a post cannot be covered, selected Proposer shall immediately notify GSA Security Management
- v. Provide training to each Security Officer until assignment is fully understood and prior to placing that individual on the assignment
- vi. Provide directions, follow-up training, and instructions to post and/or patrolling Security Officers by making rounds and observing Security Officers in the performance of their duty for each shift
- vii. Call attention of subordinates to any deviations from acceptable practices and procedures, instructs Security Officers of proper methods, and explains conditions under which deviations are permissible. All deviations shall be referred to the Project Manager. In addition, said deviations and corrective action taken are to be recorded in post logbook
- viii. Respond to requests of subordinates for assistance
- ix. Exercise leadership ability
- x. Maintain good personal and uniform appearance
- xi. Update and explain post procedures
- xii. Has working knowledge of radio procedures and codes, and be able to train Security Officers in same
- xiii. Drive a marked motor vehicle as required
- xiv. Conduct investigations
- xv. Complete all necessary reports specified in this RFP, forwarding originals to GSA Security Management. Reviews, corrects, and approves subordinates' reports
- xvi. Has knowledge of local jurisdictions and whom to call when incidents occur
- xvii. Maintains facility logbooks at each facility
- xviii. Ensure that employees do not disturb property and papers on desks, open desk drawers or cabinets, or use County telephones, except as authorized or enter any office without prior authorization, except in an emergency situation. If such an entry is made a report shall be generated
- xix. Remain properly equipped, in proper uniform, provide temporary coverage of vacant posts for absent Security Officers or as required by the County
- xx. Shall carry an approved firearm and ammunition at all times while on duty
- xxi. Ensure that posted and/or patrolling Security Officers have materials, uniforms, and equipment sufficient to perform required duties and that these meet contractual standards for completeness, condition, and appearance
- xxii. Be knowledgeable and adheres to contractual standards and procedures regarding weapon safety
- xxiii. Has a working knowledge of each assignment covered by the selected Proposer(s)

Note: The Project Manager and Contractor Field Supervisor are two separate functions and shall not to be combined.

C) Site Supervisors

The tasks for the Site Supervisors will be determined at a later date depending upon the

facility. The tasks shall be approved by the County Contract Administrator or designee.

D) Security/Screening Officer

Tasks:

- i. Report to work on time and remains on assigned duties until relieved as required
- ii. Maintain good personal and uniform appearance and be courteous to the public and the County personnel at all times. Uniforms shall be clean and pressed and include the name tags
- iii. Cover an assignment at a fixed post or patrols an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property
- iv. Intervene to terminate injurious acts and detains individuals for further investigation or arrest where circumstances and conditions warrant as stated in the State of Florida Security Officer's Handbook (FSS Chapter 493)
- v. Communicate effectively with the public and the County personnel and directs visitors to personnel and services within the facility
- vi. Ensure that Lost and Found functions are conducted only by the County personnel
- vii. Conduct patrols in accordance with routes and schedules established in the Post Orders. Where installed and in working order, the watchman reporting systems shall be used by uniformed personnel to record their presence at the designated posts
- viii. Raise and lower flags at designated times (where applicable)
- ix. Refuse acceptance of any mail or packages without written authorization from the Building Manager/Facility Contact
- x. Lock and unlock gates and doors at designated times
- xi. Turn lighting on and off as required
- xii. Ensure that only authorized personnel are permitted access to closed or restricted facilities. Positive photo identification shall be presented. The Security/Screening Officer shall verify the picture on the I.D. is the same as the person presenting it.
- xiii. Respond to reports of sick or injured persons, and then notifies supervisor, appropriate authorities (e.g., 911, Facility Manager, Supervisors and Security Management.)
- xiv. Report safety hazards, malfunctioning equipment, spills, and other such matters to appropriate Facility Contact person. Any such incident will require a Logbook entry be made
- xv. Monitor and operate facility fire alarm and intrusion detection systems and other protection devices or facility equipment as required
- xvi. Respond to scene of locally activated fire, burglary or other alarms, or other emergency situations; evaluates situations encountered and takes action as prescribed in Post Orders and/or facility/building self-protection plans
- xvii. Investigate questionable acts or behavior observed or reported on County premises and questions witnesses and suspects to ascertain or verify facts, and notifies authorities if warranted
- xviii. Operate a marked motor vehicle where required
- xix. Maintain order and uses good judgment and discretion in handling unruly or trespassing public
- xx. Maintain daily logs and writes daily reports, incident reports, and non-employee injury

reports. Incident reports shall be on a pre-approved County form

- xxi. Provide escort services to County employee's and visitors as required for (Domestic Violence related cases escorts are not provided, Law Enforcement should be notified.)
- xxii. Maintain a professional atmosphere within areas of assignment
- xxiii. Shall not read newspapers, magazines, religious materials or any other non-work related items while providing services to the County. In addition newspapers and magazines are prohibited from being anywhere on post. It is the responsibility of each officer to ensure at the start of each shift that this policy is followed. (e.g., they need to be sure that there are no newspapers, unauthorized reading materials, Televisions, Radios, CD or MP-3 players or any other unauthorized items in the area of the post) because officers will be held responsible and Liquidated Damages will be assessed.
- xxiv. Shall not use County telephones for calls of a personal nature without prior approval of the Building Manager or Facility Contact in each instance. Personnel cellular telephones should not be used on post except for emergency calls only these calls should be of short duration. If it is found that Security Officers are using personal cellular phones, officers will not be allowed to bring in their phones on the post.

Security/Screening Officers assigned to work at Sector 3B shall perform the following additional tasks:

- i. Monitor and secure all access points as identified by the POM Facility Security Plan (FSP), and as assigned by the County Contract Administrator or designee
- ii. Search or inspect vehicles, persons, bags, deliveries, articles, or packages entering the facility as specified in Post Orders
- iii. Deny access to those refusing to submit to security verification at a point of access and referring persons refusing to comply to appropriate law enforcement personnel for investigation and follow-up
- iv. Restrict access to POM Restricted Access Areas (RAA) to only authorized and essential personnel
- v. Enforces parking procedures and control the movement of vehicles within POM
- vi. Inspect fences or other barriers to ensure soundness of POM RAA perimeters
- vii. Escort visitors, contractors, vendors, and other non-facility personnel through the POM as required
- viii. Operate equipment (e.g., metal detectors, x-ray, hand wands) to assist in screening persons, personal effects, ships' provisions, non-containerized cargo, and vehicles.
- ix. Conduct 100 percent screening of vehicles making deliveries of provisions to vessels in accordance with the Maritime Transportation Security Act of 2002, as detailed in the 33 CFR Part 105, and published United States Coast Guard Navigation and Vessel Inspection Circulars.
- x. Control and restrict access of non-credentialed POM visitors.
- xi. Monitor the movements of persons, vehicles, and cargo throughout POM to ensure compliance with local, state, and federal seaport security regulations.
- xii. Operate closed-circuit television and access control systems.
- xiii. Patrol parking lots, terminals, business premises and cargo areas to prevent unauthorized entry and detect violations of established security regulations and procedures.
- xiv. Stand guard at gate entrances and permits entrance to only authorized persons and vehicles; prevents unauthorized persons from entering restricted areas.
- xv. Stop suspicious persons in restricted areas and questions identities and nature of activities
- xvi. Maintain logs of vehicles and persons entering security areas; checks identification;

- dispenses and collects passes
- xvii. Control and direct traffic using the seaport road network to expedite the flow of traffic with maximum safety
- xviii. Summon law enforcement officers and assists in investigations, arrests and emergencies
- xix. Operate mobile radio equipment, intercommunication devices and patrol vehicles
- xx. Prepare incident reports and logs in accordance with departmental rules, regulations and procedures
- xxi. Perform related work as required

3) SPECIAL EQUIPMENT

(A) The selected Proposer(s) may be required to provide licensed and insured motor vehicles, off-street motorized carts, and bicycles at an additional cost. Such posts or duty assignments shall be requested as needed and, where appropriate, the selected Proposer(s) shall receive additional compensation. The selected Proposer(s) shall comply with insurance requirements as specified in Section 5, Article 10 and the insurance shall be sufficient to cover all operations and use of such equipment.

(B) The selected Proposer(s) may also be required by the County Contract Administrator to provide Security/Screening Officers equipped with specialized equipment including, but not limited to, Revolvers, Guard Tour systems, Hand Wands at no additional cost to the County.

4) CHANGES IN ASSIGNMENT

The County Contract Administrator or designee may, at anytime, by written or verbal instruction, make changes to existing service. These changes may include but not limited to scheduling changes, increases or decreases in the hours or type of services, and modifications in special equipment requirements. Should the change require the institution of Electronic Screening services at a Tier 1 facility that did not previously require such services, and for which the Electronic Screening is required on a more or less permanent basis—as determined by the County Contract Administrator or designee—then that facility will be removed from the Tier 1 Sector to which it is assigned, and reassigned to the Tier 2/3 Sectors providing service to that area. Likewise, should Screening services be removed from a facility, that facility will be reassigned from the designated Tier 2/3 Sectors to the appropriate Tier 1 Sector.

5) NOTICE OF EXTENDED HOURS/NEW ASSIGNMENTS (OVERTIME)

Changes are frequent in Security/Screening Officer coverage's, both in hours of duty and at new locations. The County will attempt to give the selected Proposer(s) twelve (12) hours of notice for new assignments. If it is not possible to give 12 hours of advance notice, the County will pay overtime coverage (1½ times the normal billing rate) for the first twenty-four (24) hours of the new assignment. In consideration of this overtime coverage, the selected Proposer(s) shall provide a Security/Screening Officer within four (4) hours notice. Failure to provide services may result in Liquidated Damages and/or a vendor Non-Performance.

6) INABILITY TO PROVIDE ADDITIONAL REQUESTED SERVICE

The selected Proposer(s) shall provide additional services when requested, however if the selected

Proposer(s) is unable to provide these services requested, then the selected Proposer(s) shall notify the County verbally immediately and in writing (within 24 hours of request) with a detailed explanation for inability of the requested services. If the selected Proposer(s) refuses to accept the additional requested services the selected Proposer(s) may forfeit its rights to be awarded additional services under a Contract, issued as a result of this RFP, at the discretion of the County Contract Administrator or designee. The County, at the County's sole discretion, may award the new assignment to another selected Proposer(s) providing similar services to the County under a Contract issued as a result of this RFP. Upon placement of such an assignment (working out of awarded Sector) the selected Proposer(s) who is placed out of Sector may continue, at the County's discretion, to provide the requested service on a permanent basis, unless removed by the County Contract Administrator or designee.

7) LIMITATION ON EMPLOYEE-HOURS AND ASSIGNMENTS

No employee of the selected Proposer(s) assigned to the Miami-Dade County Contract shall provide more than twelve (12) hours of service, including all break periods, on one or more Contracts administered by GSA Security Management in twenty-four (24) hour period, unless the work periods are separated by an eight (8) hours non-duty period. This limitation may be waived by the County Contract Administrator and in emergency situations that are beyond the control of the Contractor, (e.g., weather conditions, civil disturbances, natural disasters, etc.) preventing the next shift from getting to the post. Each occurrence will require an individual waiver provided by the County Contract Administrator or designee.

8) POST ORDERS

Post Orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Security/Screening Officers shall have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. Post Orders define the basic work to be performed by Security/Screening Officers at the facility. The County will provide generic Post Orders to selected Proposer(s). The selected Proposer(s) shall meet with Building Manager or Facility Contact to develop site specific Post Orders. These site specific Post Orders shall be approved by Building Manager/Facility Contact and GSA Security Management before the Contract start date. Once established, the selected Proposer(s) shall assure that yearly updated copies are available for the duration of Contract including any extensions or renewals thereof. The selected Proposer(s) shall check each post quarterly for updated Post Orders. Failure in this area may result in a Liquidated Damage and/or Vendor Non-Performance. Post Orders may include, but are not limited to, the following:

- A) Facility/Building information (e.g., operating hours, chain of command)
- 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

NOTE: The selected Proposer(s) must emphasize to its personnel, assigned to provide service to the County, that general orders to "Protect County Personnel and Property" supersede all Post Orders.

9) RELIEF/BREAK PERIODS

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

10) EMERGENCIES

The Security/Screening Officers may be diverted by the County Contract Administrator or designee from their normal assignment to meet emergency situations, special duty assignments or increases in Federal Maritime Security (MARSEC Levels). When the personnel diverted are no longer needed for the special work assignments, they shall return to their normal assignments. No additional cost shall be charged to Miami-Dade County for such diversion, and the selected Proposer(s) shall not be penalized for the normal daily work not completed due to the emergency. Incidents of this nature shall be reported in accordance with procedures outlined in the facility Post Orders.

11) ADHERENCE TO LAW

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

- A) If a Security/Screening Officer, Supervisor, Project Manager or other Principal of the selected Proposer(s) is arrested, GSA Security Management shall be notified within twenty-four (24) hours of the arrest. Failure to follow this procedure will result in Liquidated Damages as stated in Section 2.6 (23) (A) (iii) (b). Proper notification will consist of the following:
 - i. Phone call to the County Contract Administrator; if not available, then to Security Operations Center
 - ii. Followed by a fax sent to the County Contract Administrator
 - iii. Followed by a fax to the Security Operations Center

- B) If said person is a Security/Screening Officer, Site Supervisor, Field Supervisor or Project Manager, then they will be removed immediately from the Contract, issued as a result of this RFP, until reinstatement has been approved by the County Contract Administrator or designee.
- C) It is the selected Proposer's responsibility to make certain that all of its personnel are aware of this provision and take the necessary steps to ensure compliance.
- D) The selected Proposer(s) and their employees at Sector 3B shall not release any POM Facilities Security Plan information contained in Post Logbook, Post Orders, or other Contractor documents and reports, to any person or organization without the written authorization of the POM Director or designee. Information contained in such documents will be treated as Security Sensitive Information and contain the following statement: **WARNING: THIS DOCUMENT CONTAINS SENSITIVE SECURITY INFORMATION THAT IS CONTROLLED UNDER THE PROVISIONS OF 49 CFR PART 1520. NO PART OF THIS DOCUMENT MAY BE RELEASED WITHOUT THE WRITTEN PERMISSION OF THE UNDER SECRETARY OF TRANSPORTATION FOR SECURITY, WASHINGTON, DC 20590. UNAUTHORIZED RELEASE MAY RESULT IN CIVIL PENALTY OR OTHER ACTION. FOR U.S. GOVERNMENT AGENCIES, PUBLIC AVAILABILITY TO BE DETERMINED UNDER 5 U.S.C. 552.**

12) POLYGRAPH EXAMINATION

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

13) SECURITY/SCREENING OFFICER ROTATION

The County reserves the right, at the discretion of the County Contract Administrator or designee, to transfer personnel of the selected Proposer(s) working on a Contract issued as a result of this RFP, as well as rotate specific hours or location of Security/Screening personnel at a time interval specified by the County.

14) REMOVAL OR APPROVAL FOR CONTRACT

The County reserves the right to interview any prospective employee of the selected Proposer(s) before that person is assigned to a County post. The County may reject any proposed Security/Screening Officer as deemed in the County's best interest. The County reserves the right to have the selected Proposer(s) relieve any employee of the selected Proposer(s) from a duty assignment, and/or bar the employee from further service under a Contract issued as a result of this RFP at the discretion of the County Contract Administrator or designee.

15) PROGRESS MEETINGS

The County may hold mandatory meetings, at the discretion of the County Contract Administrator or designee, for the purpose of discussing issues relevant to the performance and/or administration of the services provided by the selected Proposer(s). The County Contract Administrator or designee reserves the right to call meetings at any time during the Contractual period by notifying selected Proposer(s). The selected Proposer's Project Manager or other appropriate person, as requested by the County, shall be present at all meetings scheduled by the County Contract Administrator or designee unless specifically waived by the County Contract Administrator or designee.

16) TRAINING REQUIREMENTS

The County will reimburse selected Proposer(s) at an hourly rate equal to the current Living Wage for all trainings **mandated by the County Contract Administrator or designee**. The selected Proposer(s) shall pay its personnel a minimum of current living wage, as established by living wage ordinance, during all trainings mandated by the County Contract Administrator or designee.

A) Employee Orientation Training

Miami Dade County will administer a mandatory Employee Orientation Program for Proposer's personnel assigned to a Contract issued as a result of this RFP. Said Employee Orientation Training length and content will be solely determined by the County Contract Administrator or designee.

Upon completion of Employee Orientation Training, the Proposer shall submit invoices for all personnel, who attended said training, as specified in Section 2.8 (i).

B) Site Orientation Training for Security/Screening Officers

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

- i) General and specific orders for the facility
- ii) Policy and specific procedures for responding to emergency alarms, bomb threats, or incendiary devices etc in the facility
- iii) Procedures for access control and operation of the security system within the facility
- iv) Procedures for operation of the fire alarms, fire control system, and fire-fighting equipment

C) Job Enrichment Training

The County reserves the right to mandate job enrichment training for some or all employees of the selected Proposer(s). The training curriculum and length shall be determined by the County at a later date.

D) Advancement Training

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

E) Evaluation of Training

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

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

The selected Proposer(s) shall provide a copy of the proposed course of instruction with all materials for review and approval to the County Contract Administrator or designee before Contract start date. Representatives of the County Contract Administrator may visit training classes without notice to monitor the training.

F) Firearms Training

The selected Proposer(s) shall employ a state-licensed firearms training instructor to develop and maintain an ongoing firearms program to meet or exceed the required State of Florida licensing statutes and standards. Contracted instructors will not meet this requirement; this instructor shall be directly employed by the selected Proposer(s).

G) Training for Screening Operations (Tier 2 and 3 Sectors only)

i) Course of Instruction

A copy of the proposed course of instruction that follows either the TSA or U.S. Marshals courses shall be provided for review and approval before the contract start date. Representatives of the County Contract Administrator may visit training classes without notice, to monitor this course.

ii) Hands-on Equipment Training

All personnel employed to provide screening services to the County shall receive a minimum of 40 hours experience, before working on an "active duty" status within

the County, in actually working at weapons-screening location, with an X-ray, metal detector and hand wand.

H) Training for Sector 3B

The selected Proposer(s) shall have qualified staff to provide personnel training in the Maritime Transportation Security Act requirements, 33 CFR Part 105 and Florida Statute 311.12. This training shall encompass POM-specific safety and security rules, as well as Miami-Dade County Ordinances, Chapter 28A, and customer service issues.

In accordance with Florida Statute 311.12, Seaport Security Standards, training of Project Manager, Field Supervisors, Site Supervisors, and Security/Screening Officers shall include the following:

- i. Patrol methods
- ii. Report writing, log and record keeping
- iii. Identification of security problems and specific areas of trouble
- iv. Cargo handling and cargo documentation handling
- v. Federal security procedures (DOD 5225.22M) U.S. Customs, INS, U.S. Coast Guard requirements
- vi. State procedures (including Port Authority)
- vii. Local police procedures
- viii. Hazardous materials transport and hazardous materials response
- ix. First aid
- x. Use of force and weapons
- xi. Explosives, nuclear, biological, chemical agent response
- xii. Terrorism response procedures and
- xiii. Labor unrest

In accordance with 33 CFR 105, training of Project Manager, Field Supervisors, Site Supervisors, and Security Officers shall include the following:

- i. Knowledge of current security threats and patterns
- ii. Recognition and detection of dangerous substances and devices
- iii. Recognition of characteristics and behavior patterns of persons who are likely to threaten security
- iv. Techniques used to circumvent security measures
- v. Crowd management and control techniques
- vi. Security-related communications
- vii. Knowledge of emergency procedures and contingency plans
- viii. Operation of security equipment and systems
- ix. Testing, calibration and maintenance of security equipment and systems
- x. Inspection, control and monitoring techniques
- xi. Relevant provisions of the Facilities Security Plan
- xii. Methods of physical screening of persons, personal effects, baggage, cargo and vessel stores
- xiii. The meaning and consequential requirements of the different MARSEC Levels

Upon inspection, the selected Proposer's personnel shall exhibit the knowledge and capability to exercise the duties required by the FS 3311.12, Seaport Security Standards.

Procedures shall exist for periodic inspection and testing of Security/Screening Officers to ensure continued capability. Procedures shall exist for periodic instruction to continually update and upgrade, as appropriate, the training of all personnel including Security/Screening Officers.

The selected Proposer(s) shall provide a copy of the proposed course of instruction with all materials for review and approval to the County Contract Administrator or designee before Contract start date. Representatives of the County Contract Administrator will visit training classes without notice to monitor this course.

I) Training for Contractor Field Supervisors

- i) In compliance with all other Contract stipulations requiring that a Contractor Field Security/Screening Supervisor be fully qualified and capable of staffing a post the said Field Supervisors shall have met or will meet all Basic Instructional Training requirements prior to providing service to the County.
- ii) Contractor Field Supervisors shall be provided sufficient on-site post instruction and provide Site Orientation Training (SOT) to Security/Screening Officers assigned to posts within the supervisor's span of control or shift of duty.
- iii) In addition to the above base requirements for training, the selected Proposer shall provide to all Field Supervisors a minimum of eight (8) hours total of classroom instruction in the development of management and supervisory skills, as outlined below. The classroom instruction component shall include a fifty (50) question test, and shall require a minimum passing score of 75%:
 - Supervisory responsibilities
 - Training skill development
 - Leadership development
 - Authority and control
 - Effective communication
 - Handling complaints and grievances
 - Management skills for supervisory personnel
 - Time management
 - Motivation
 - Ethic
 - GSA Security Management/Contract Supervisors relationship

The County may, at the sole discretion of the County Contract Administrator, administer training or testing of personnel assigned to a Contract issued as a result of this RFP.

17) LOCAL MANAGEMENT OFFICE

The selected Proposer(s) shall have a local management office in Miami-Dade County. The County reserves the right to inspect the office at any time. All records pertinent to administration and management of a Contract issued as a result of this RFP shall be maintained at local office and are subject to inspection by the County at any time.

The selected Proposer(s) shall maintain, at a minimum, the following documents at the local management office:

- A) Financial records: invoices, employee payroll and other associated backup documentation
- B) FCC License
- C) Log Books
- D) Incident Reports
- E) Quality Assurance Plan
- F) Employee Personnel File

Required documents shall be placed under the same section/tabs in each employee's file. False statements or falsification of any of the documents required by the County will result in Liquidated Damages and/or filing of a Non-Performance. The selected Proposer shall maintain a copy of all disciplinary actions taken by the selected Proposer against its personnel, assigned to provide services to the County, for all infractions committed under a contract issued as a result of this RFP. A copy of said violations shall be placed into the employees personnel file. These files shall contain copies of but not limited to the following documents:

- i) FDLE and National Criminal background check which shall be updated on a yearly basis
- ii) Medical examination, including drug test results, which shall be updated, on a yearly basis and psychological results
- iii) Training test results along with a copy of their test
- iv) Proof of education and experience
- v) State Security Officer licenses "D", "G" and "DI" as applicable
- vi) Employment application and verifications of prior employment
- vii) Polygraph examinations reports, as applicable
- viii) Proof of certification for Law Enforcement experience
- ix) A copy of DD-214 Long form for Military and Coast Guard experience
- x) A copy of a valid State of Florida Drivers license
- xi) A copy of a five (05) year Drivers history
- xii) Proof of Citizenship, Resident Alien card or Work Permit

18) CONTRACTOR-FURNISHED ITEMS

Working Materials

The selected Proposer(s) shall provide all working materials necessary for proper performance including, but not limited to, items such as bound log books, with preprinted consecutive numbered and lined pages, notebooks, pens, and pencils. The selected Proposer, at no additional charge to the County, shall supply these materials, unless otherwise specified by the County Contract Administrator or designee.

19) COMMUNICATION SYSTEM

A) Handheld Radios

Two-way handheld radios, licensed for use by the FCC, shall be provided by the selected Proposer(s) to on-duty personnel. In addition, one (1) radio shall be issued by the selected

Proposer(s) to the Security Operations Center (SOC) and additional radios may be requested, at no additional charge, at the discretion of the County Contract Administrator.

B) Central Dispatch Center

Please refer to Section 2.2 (B) of the RFP document.

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

The Dispatch Center shall be staffed by experienced personnel twenty-four (24) hours a day, seven (7) days a week. Proposer's personnel available at the Central Dispatch Center shall have the ability and authority to take immediate action on behalf of the Proposer, as required. This station shall have a complete roster of all Security Officers assigned to County posts and hours to be worked. They shall also be able to make contact with selected Proposer's management twenty-four (24) hours a day, seven (7) days a week. Failure to comply with any of these requirements constitutes a material breach of a contract, issued as a result of this RFP, and may result in Liquidated Damages and/or a Non-Performance as specified in Section 2.6 (23). Proposer's dispatch center is subject to unannounced inspections by the County at anytime.

C) System Quality

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

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

D) County Evaluation of Communications System

The County reserves the right to evaluate the Communication System at any time during the term of a Contract issued as a result of this RFP including any extensions or renewal thereof. Should there be a deterioration of performance during the term of a contract issued as a result of this RFP, and the selected Proposer(s) is unable or unwilling to make necessary improvements, the County may terminate the Contract issued. The County shall be the sole judge of the adequacy of radio communications.

20) UNIFORMS AND EQUIPMENT

A) Requirements

The selected Proposer(s) shall ensure that, at all times while in uniform, all personnel shall be fully equipped and wear complete County-approved uniforms including uniform jackets with required patches that are sewn on and name tags. All personnel shall wear uniforms whose color and style have been approved in advance by the County Contract Administrator. All personnel providing service to the County may be required to wear the same color and style of uniform, distinguished only by selected Proposer's identification patches (see below). Uniforms do not have to be new, but shall be in good condition and meet contractual standards. Said uniforms shall consist of the following items:

- i) **Standard Uniform for all levels of Security Officers, Contractor Field Supervisor and Site Supervisor** shall include:
 - a) Trousers, all-season weight
 - b) Shirt/blouse, short or long sleeve
 - c) Belt – solid black
 - d) Duty Belt (Mixson style)
 - e) Socks – solid black
 - f) Shoes – solid black Patent Leather or Corofram, no high heels, no platform shoes and no sneakers or tennis shoes.
 - g) Shoulder patches to indicate the name of the selected Proposer(s) shall be sewn on and worn on both shoulders of the uniform jacket and shirt. No other identification of the selected Proposer(s) shall be worn or displayed on the uniform except hat.
 - h) Nametags to be worn over the right shirt pocket
 - i) Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Security Officer, and marked with selected Proposer's identification, logo or name, or an insignia. Jackets worn during cold weather shall be issued by the selected Proposer(s) along with company patch sewn to the jacket
 - j) All personnel shall wear clean, pressed uniforms at all times while on duty at a County Post.
- ii) **Standard Uniform for Screening Officers and Screening Site Supervisor** shall include:

- a. Trousers-solid grey
- b. Collared shirt- sold white
- c. Necktie
- d. Belt-solid black
- e. Blazer-solid blue
- f. Socks-solid black
- g. Shoes-solid black Patent Leather or Corofram, no high heels, no platform shoes and no sneakers or tennis shoes
- h. Shoulder patches to indicate the name of the selected Proposer shall be sewn on the blazer according to Florida Statute 493.6305
- i. Nametags to be worn over the right shirt pocket
- j. Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Screening Officer, and marked with selected Proposer's identification, logo or name, or an insignia. Jackets worn during cold weather shall be issued by the company along with selected Proposer's patch sewn to the jacket.
- k. All personnel shall wear clean, pressed uniform at all times while on duty at a County Post.

iii) **Specialized Uniforms** may be worn at certain sites/posts with prior approval of the County Contract Administrator or designee, and may include the following:

- a) Polo style shirt with long pants
- b) Polo style shirts with shorts, solid black sneakers or boots (High Tech type, Bike Patrol uniform) baseball cap with company logo on the front
- c) Overall, Coveralls (Jumpsuits)
- d) Company photo I.D. badge to be worn on uniform shirt in plain view at all times while on duty
- e) Jackets worn during cold weather are to be issued by company along with company patch.
- f) Long sleeve shirts with neckties
- g) Blazers or Suit Jackets with company logo (Court Security Officer)

iii) **Personnel Equipment for Security Officers**

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

- a) Handcuffs and Key
- b) Flashlight; heavy-duty (2 or more D-cells)
- c) Two-way radio, licensed for use by the Federal Communications Commission (FCC) and meeting all requirements as specified in Section 2.5 (19) of the RFP document.

- d) In addition to the above, armed Security Officers shall be equipped with a .38 special 4" barrel revolver or 9mm semiautomatic pistol of a reputable manufacturer (e.g., Smith & Wesson, Colt, Ruger or Taurus), and ammunition that meets State statutes. The Security Officer shall also be issued an ammunition pouch and a minimum of eighteen (18) or fifteen (15) rounds according to the weapon's ammunition capacity. The Security Officer shall utilize a weapons triple retention holster compatible with the firearm, uniform and other equipment. The holster shall be worn on the duty belt. All armed security personnel shall be provided training for triple retention holster.
- e) Mace in accordance with State statutes and officer shall be certified as per Florida State Statutes
- f) Expandable Baton (e.g.-ASP) in accordance with Florida Statutes and officer shall be certified as per Florida State Statutes

All personnel shall not carry any unauthorized equipment such as chemical agents, concealed weapons, personal radios, or other items not approved by the County Contract Administrator or not included in the Contract issued as a result of this RFP.

iv) Vehicular Equipment

Security Officers may be required by the County to operate licensed and insured marked motor vehicles in order to supervise different posts, move between assignments, or to conduct vehicular patrols of an area. Likewise, they may be required to operate off-street motorized carts in order to conduct vehicular patrol of an area. Other means of transportation e.g.-boats, bicycles, horse, etc. will be considered on a post-by-post basis for possible use. Said vehicles shall be provided, and all expenses for their maintenance and operation shall be paid by the selected Proposer(s) as well as specialized bike training class with a minimum of eight (8) hours. The County Contract Administrator or designee shall approve vehicle types, color, markings, lights, and other features. Any personnel assigned to a post where he/she will be operating a motorized vehicle to include a golf cart shall have a valid Florida driver's license.

v) Minimum number of Uniforms and Equipment for Security Officers

In order to ensure that all on-duty Security Officers are fully equipped and meet contractual standards for neatness and appearance, the selected Proposer(s) shall issue to each employee, and maintain throughout the term of a Contract, issued as a result of this RFP, uniforms and equipment in the following minimum numbers as specified below:

- a) Trousers, three (3)
- b) Shirts/blouses, five (5)
- c) One (1) set of all other uniform components as specified
- d) Cold weather jacket (1)
- e) Raincoat (1)
- f) Duty Belt (1)
- g) Handcuffs and Key (1)
- h) Firearm, if applicable (1)
- i) Ammunition Pouch (1)

- j) Eighteen (18) or Fifteen (15) rounds of Ammunition, as applicable
- k) Mace (1)
- l) Expandable baton (1)

vi) Minimum number of Uniforms and Equipment for Screening Officers

In order to ensure that all on-duty Screening Officers are fully equipped and meet contractual standards for neatness and appearance, the selected Proposer(s) shall issue to each employee, and maintain throughout the term of a Contract, issued as a result of this RFP, uniforms and equipment in the following numbers:

- a) Trousers, three (3)
- b) Shirts/blouses, five (5)
- c) Two (2) sets of all other uniform components as specified (e.g. Blazers and Ties)
- d) Handcuff and Key (1)
- e) Firearm, if applicable (1)
- f) Ammunition pouch (1)
- g) Eighteen (18) or fifteen (15) rounds of ammunition, as applicable

B) Radiation Detection Badges

The selected Proposer(s) shall remain in full compliance throughout the term of a Contract, issued as a result of this RFP, with all State of Florida Regulations related to the control of radiation, including Radiation Detection badges, as outlined in Chapter 10 D-91 of the Florida Administrative Code.

C) Maintenance Of Uniforms And Equipment

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

D) Uniforms Costs

The selected Proposer(s) shall be responsible for the quantity and quality of uniforms and other required personal equipment used by its personnel in providing services to the County. The selected Proposer(s) shall provide, at no cost to its personnel, all uniforms and equipment to ensure that contractual standards are met.

21) WEAPON SAFETY

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

training courses:

- A) Firearms shall not to be removed from their holsters for any reason except to be used in life-threatening situations or for inspection by County Contract Administrator or designee. Gun Belts shall be worn properly at all times except during restroom breaks. Violations of these policies may result in immediate removal from County contract and criminal prosecution, as warranted.
- B) At no time will firearms (including gun belts and ammunition) be stored or left unsecured at any County site.
- C) Firearms shall not to be cleaned at County facilities at any time.
- D) Unauthorized weapons, holsters, and ammunition are expressly prohibited.
- E) Armed Security Officers and Supervisors who do not have in their possession a current gun license shall be immediately removed from standing post at the County facility.
- F) Loss, theft, use, or misuse of weapons shall be reported immediately to GSA Security Management.
- G) Armed Security Officers shall follow guidelines as set forth all in FSS Chapter 493.

22) QUALITY ASSURANCE PLAN

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

A) QAP Contractual Review Plan

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

B) Corrective Action Procedures

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

23) FAILURE TO PERFORM

A) Liquidated Damages

The selected Proposer(s) shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. The County, at its sole discretion, will determine the damages arising from such failure. The County Contract Administrator's or designee's assessment of all Liquidated Damages will be final. The County will accomplish this

by deducting the amount of the liquidated damages from subsequent payments due for service rendered by the selected Proposer(s). Repeated violations or patterns of violations will result in a doubling or tripling of the amount of Liquidated Damages. Subsequent violations will result in a Vendor Non-Performance. Any of these violations may result in selected Proposer's personnel being removed from the post and/or Contract at the request of the County Contract Administrator or designee.

A written notice of a violation and intent to impose liquidated damages shall be provided to the selected Proposer(s) in the form of an Infraction Report. Infraction Reports shall be issued to the selected Proposer(s) promptly by the County Contract Administrator or designee, in order to afford the selected Proposer(s) time to notify the County of extenuating circumstances.

The 1st infraction may result in Liquidated Damages of \$100.00, the 2nd infraction \$200.00, the 3rd and subsequent infractions \$300.00; (Unless a Special Violation, in which case the 1st infraction will be \$500.00, the 2nd infraction \$1000.00, 3rd infraction \$1500.00). The graduation of Liquidated Damages will occur with the involvement of the same facility, selected Proposer's personnel and a pattern of the same incidents at multiple posts (e.g. no radios, lack of supervision, etc.). Any violations committed by selected Proposer(s)'s personnel will result in the suspension or removal from duty of said personnel at the discretion of the County Contract Administrator or designee. Violations that may result in the assessment of Liquidated Damages include, but are not limited to, the following;

i) Contract Personnel Violations

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

ii) Administrative Violations

- a. Improperly or insufficiently equipped
- b. No radio or inoperative radio
- c. No vehicle or inoperative vehicle
- d. No weapon or ammunition violation

- e. Inadequate writing skills
- f. Inadequate training
- g. Lack of contract supervision.
- h. Excessive hours on duty (not approved in advance by GSA)
- i. Violations of local, State, or Federal laws, Regulations, or Ordinances
- j. Failure to provide Security/Screening Officers for "special requests" assignment after making commitment
- k. Criminal records check not complete/or hired
- l. Contractor personnel with criminal records
- m. Difficulty in speaking or understanding English, and/or being understood by others
- n. Failure to have current Post orders on site
- o. Invoicing Discrepancies or Inaccuracies
- p. Contract Section Violations

iii) Special Violations

- a. Reassignment of any personnel previously suspended or removed from duty by the County
- b. Failure to notify the County of an arrest of personnel within time frame as specified in Section 2.5 (11) of the RFP document
- c. Improper internal employee fines or wage practices
- d. False or Misleading Statements by Contract personnel
- e. Deduct money from an employee's paycheck as a result of Liquidated Damages

Note: The selected Proposer(s) shall NOT pass along to its personnel any liquidated damages assessed for infractions on any Contract issued as a result of this solicitation. Violations will not only result in Liquidated Damages, but constitute a Violation of the Living Wage Ordinance and may be subject to additional punitive action.

B) Non-performance Actions

Continuing patterns of contractual violations, or the commission of an especially egregious violation, may warrant the filing of a Vendor Non-Performance Action by the County Contract Administrator or designee. In such circumstances, the selected Proposer(s) will receive copies of such actions, and will be given the opportunity to respond, in accordance with County Non-Performance procedures. Upon documentation of Non-Performance Actions, the County Contract Administrator or designee may take actions (beyond the imposition of Liquidated Damages) that may include the following but are not limited to:

i) Suspension and/or Loss of Post(s)

Repeated violations of any type or a particularly serious violation at the same facility or facilities may be taken as proof that the selected Proposer(s) cannot properly handle that location or locations. In such situations, the County Contract Administrator or designee may remove the selected Proposer(s) from the facility/post and reassign the facility/post to another selected Proposer(s) assigned work under a Contract, issued as a result of this RFP, either temporarily (suspension) or permanently. Similarly, new or existing posts may be assigned to

a different Sector selected Proposer(s) in the best interest of the County, if there has been a demonstrated pattern of incompetence by the existing selected Proposer.

ii) Loss of Sector and Debarment

A continuing pattern of frequent and/or egregious violations at multiple facilities, or repeated actions by the County Contract Administrator or designee to suspend and/or remove a selected Proposer from Sector posts may be taken as proof of a general incompetence on the part of the selected Proposer to perform in accordance with the contractual requirements. In such circumstances, the selected Proposer may be placed on contractual probation, removed from the Contract and/or debarred from doing business with the County.

24) COURT APPEARANCES

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

25) INVOICING DISCREPANCIES

It is the County's intent to ensure that all invoices are processed and paid according to a Contract, issued as a result of this RFP, with the correct hours and rates reflected. It is the selected Proposer's responsibility to review and ensure that the invoicing submitted to the County accurately reflects the hours worked and applicable billing rates, including all CPI and Living Wage adjustments applicable to that billing period. Any invoices submitted for payment or correction after ninety (90) days from the service date will not be honored; furthermore, the continued submittal of duplicate invoices or previously processed invoices will result in Liquidated Damages and/or a Vendor Non-Performance.

2.7 REPORTING REQUIREMENTS & PROCEDURES

The selected Proposer(s) shall comply with the following reporting requirements and procedures:

- A) A brief statement of any unusual events shall be written in the post logbook, so the County Contract Administrator or designee can identify the principals later, if a further investigation is needed. All bound logbooks become the property of the County upon its replacement on the post. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition. The selected Proposer(s) shall maintain all logbooks during the term of a contract and any renewals or extensions

thereof. Upon expiration of the contract or earlier as required by County Contract Administrator or designee, the selected Proposer(s) shall deliver all such logbooks to the County at a place to be determined by the County.

- B) A copy of all reports shall be furnished to the County Contract Administrator or designee prior to the completion of each shift and a copy to Security Management on all major incidents.
- C) An Incident Report shall be completed whenever any unusual event and/or criminal events occurs. Such events include, but are not limited to the following: discharge of firearms, major criminal act or any safety hazards. Officers shall consult Contractor Field Supervisor when in doubt about any reports. If there are any injuries as a result of a firearm discharge 911 is to be called immediately. The Security Operations Center (SOC) 305.375.4500 shall be notified immediately after calling 911. Facility Contact/ Building Managers and Contractor Field Supervisors shall be notified.
- D) Pertinent facts of daily events shall be written in the post logbook, however any incident that requires a report shall be verbally reported to the Security Operations Center (SOC) immediately after the incident occurs, in order to receive a Security Management case number, by calling the Security Operations Center (SOC) at 305.375.4500, after authorities have been notified.
- E) All employees shall follow the "Chain of Command." After exhausting efforts with selected Proposer's Management staff the next step will be a GSA Security Supervisor followed by the County Contract Administrator. Failure to adhere to the guidelines may result in Liquidated Damages and/or removal of the Proposer's personnel from providing services to the County.

2.8 METHOD OF PAYMENT: BI-WEEKLY INVOICES

The selected Proposer(s) shall abide by the following requirements of GSA Security Management for billing purposes:

- i. Invoice: The selected Proposer(s) shall submit one original and two duplicate sets of the detailed bi-weekly invoices to GSA Security Management Section, 200 NW 1 Street, Suite 103, Miami, FL 33128. Sample invoice is provided herein as Attachment B. The County will specify whether the invoices shall be submitted electronically or hard copy. The County reserves the right to change the format of invoices at any time.
- ii. Payroll Documentation: In addition, from time to time the County Contract Administrator or designee may request time sheets, payroll records, and/or other documentation showing the names, social security numbers, wage rates, FICA payments, and unemployment insurance payments, and/or other applicable documents that would verify existence of a payment to the selected Proposer's personnel. The selected Proposer(s) shall provide payroll documentation as directed by County Contract Administrator or designee.
- iii. Payment Schedule: The selected Proposer(s) shall agree to the County's Method and Times of Payment as specified in Section 5.0, Article 9. The selected Proposer(s) shall be prepared to have enough working capital to function in this environment.

2.9 OVERTIME

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

2.10 LIVING WAGE

Refer to Section 1.44 of the RFP document.

2.11 PRICE ADJUSTMENT

Except as set forth below, the prices proposed by Proposers shall remain fixed and firm during the term of a contract issued as a result of this RFP.

The initial contract prices resultant from this RFP shall prevail for a period of one (1) year from the contract's initial effective date. Prior to completion of each one (1) year period, the County may consider an adjustment to price based on changes in the following pricing index: Latest Consumer Price Index for Miami, Ft. Lauderdale, All Items, Wage Earners and Clerical Workers.

It is the selected Proposer's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any one (1) year period, the selected Proposer's request for adjustment should be submitted 90 days prior to expiration of the then current one (1) year period. The price adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the selected Proposer(s), the County will assume that the selected Proposer(s) has agreed that the same prices shall prevail for the next year.

The County reserves the right to reject any price adjustments submitted by the selected Proposer(s) that is not in accordance with the requirements of this Section.

2.12 RETURNED CHECKS

In order to ensure the maintenance of an adequate job force, payment to security guards (selected Proposer's personnel) shall be on time and with checks that are valid, i.e., there are available funds in the bank to cover said checks. Refer to Section 2.6 (23) (A) (iii), Special Violations, of the RFP document

2.13 COUNTY-FURNISHED ITEMS

The County shall furnish to the selected Proposer(s), to be used only in connection with the providing services to the County, the following materials and equipment:

A) Generic Post Orders will be given to the selected Proposer(s)

B) Equipment

The selected Proposer(s) shall be responsible for all equipment issued by the County to the selected Proposer(s) solely for performance of the work contained herein. The selected Proposer(s) shall replace, or reimburse the County at current market rates, for all equipment

that is lost, damaged, stolen, or made otherwise unavailable due to the negligence of the selected Proposer(s) or their personnel. Upon termination/expiration of a Contract issued as a result of this RFP, all equipment shall be returned to the County in good operating condition, less reasonable wear and tear as defined by the County.

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

C) Forms

A sample of required forms and other documentation used in reporting procedures at specific posts will be provided or approved by the County Contract Administrator, designee or Building/Facility Manager if site specific.

D) Keys

The selected Proposer(s) shall be responsible for all keys that are issued by the County. Special care shall be exercised when dealing with Grand Master or Master keys. All lost keys shall be reported immediately to the Security Operations Center and to the Building Manager/Facility Contact. The selected Proposer shall provide adequate control and accountability for these keys. If a Grand Master or Master key under control of the selected Proposer is lost, the selected Proposer shall be liable for the cost of re-keying the building/facility. Lost keys other than Grand Master or Master keys shall result in the selected Proposer(s) paying for the cost of re-keying all effected doors. The removal and/or duplicating of County issued keys without the expressed written consent of the County Contract Administrator or designee is strictly prohibited.

E) Phones

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

2.14 PERFORMANCE BOND REQUIREMENTS

The selected Proposer shall provide a Performance Bond in the amount of 10% of the total agreed upon weekly price multiplied by fifty-two (52) weeks for a yearly total for each Sector that is awarded to the selected Proposer. The Performance Bond shall be delivered to the County within 15 calendar days after formal notice is issued by the County. The Performance Bond shall be prepared on the applicable bond form(s) provided herein as Attachment C. It may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength as specified in Section 5.0, Article 42. No other form shall be accepted. If the selected Proposer fails to deliver the Performance Bond within this specified time, including granted extensions, the County shall declare the selected Proposer in default of the contractual terms and conditions, and the selected Proposer shall surrender its offer guaranty/Proposal bond (as specified in Section 3.2 (A) (10) of the RFP document), and the County shall not accept any Proposal from that Proposer for a twelve (12) month period following such default. In lieu of a bond, an **irrevocable letter of credit or a cash bond** in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable.

The selected Proposer(s) shall comply with the performance bond requirements every year during the term of a Contract including any extensions/renewals thereof. The County will issue a notice to the selected Proposer every year and the selected Proposer(s) shall deliver the performance bond to the County within 15 calendar days of the notice issuance date.

SECTION 3.0 - PROPOSAL FORMAT

3.1 INSTRUCTIONS TO PROPOSERS

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed on one side only, with normal margins and spacing. All documents and information must be fully completed and signed as required. The original document package must not be bound. The document package copies should be individually bound. Proposals that do not include the required documents may be deemed non-responsive and may not be considered for contract award.

Note: The following instructions apply to the services required for each of the three (3) Tiers (covered by this RFP) and responses to each of the three (3) Tiers shall be submitted as individual Proposals sealed separately from each other. The Proposal for each Tier shall include all the Sectors in that Tier. Failure to include a Sector in the Proposal shall render the Proposal non-responsive.

3.2 CONTENTS OF PROPOSAL

The proposal must consist of two separate parts: (A) Technical Proposal, and (B) Price Proposal, as follows:

A. TECHNICAL PROPOSAL

The Technical Proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. No cost information is to be included with the Technical Proposal. The Technical Proposal must include the following information:

1) Cover Page

The attached **Form A-1** is to be used as the cover page for the Technical Proposal. This form must be fully completed and signed by an authorized officer of the Proposer submitting the proposal.

2) Table of Contents

The table of contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

3) Executive Summary

Provide a brief summary describing:

- (a) the Proposer's ability to perform the work requested in this RFP;
- (b) a history of the Proposer's background and experience in providing similar services;
- (c) the qualifications of the Proposer's personnel to be assigned to this project;
- (d) the subcontractors or subconsultants and a brief history of their background and experience; and
- (e) any other information called for by this RFP which the Proposer deems relevant, including any exceptions to this RFP.

This summary should be brief and concise to advise the reader of the basic services offered, experience and qualifications of the Proposer, staff, subcontractors or subconsultants and any other relevant information.

4) Minimum Qualification Requirements

Proposers shall provide documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be considered for award. If a prescribed format or required documentation for the response to minimum qualification requirements is listed below, Proposers shall use said format and supply said documentation.

Please refer to Section 2.2 of the RFP document for the minimum qualification requirements.

The following documents shall be submitted:

- (a) Copy of class "B" license
- (b) Copy of current FCC license
- (c) Copy of telephone bills for past three months indicating the number of telephone lines at central dispatch center
- (d) Photos for central dispatch center
- (e) Occupational/business license showing the address for the dispatch center
- (f) Copy of lease or documents showing ownership of the building where central dispatch center is situated)

5) Key Personnel and Subcontractors

- (a) Provide an organization chart showing all individuals, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants. All key personnel includes all partners, Project Managers, Contract Field Supervisor, Chief Financial Officer or equivalent professional/administrative person responsible for handling the accounting/invoicing for the Proposer and other professional staff that will perform work and/or services in this project.
- (b) List the names and addresses of all major first tier subcontractors or subconsultants, and describe the extent of work to be performed by each first tier subcontractor or subconsultant.
- (c) Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key individuals and subcontractors or subconsultants who will be assigned to this project. This information shall include the functions to be performed by the key individuals and the subcontractors or subconsultants. Proposers submitting Proposals for Tier 2 shall specify the work distribution between the prime and subcontractor to meet the 20% SBE subcontractor goal.
- (d) Provide names and resumes with current job descriptions, and other detailed qualification information on Project Manager and Contractor Field Supervisors currently employed by Proposer for its current top five (5) contracts with entities.
- (e) Provide names and resumes with current job description, and other detailed qualification information on Senior Local/Regional management personnel (**excluding Project Manager and Contractor Field Supervisor**) that will play a key role in management and administration of a Contract issued as a result of this RFP. The key personnel may include but not limited to the following: Chief Financial Officer, Personnel Manager, Accounting Manager, Training Instructor, Firearms Instructor, Operations Manager/Area Manager/Manager of Physical Security and managerial personnel directing the Project Manager.

6) Proposer's Plan

Describe Proposer's project plan, methodology and recommended solutions in performing the services described in the Scope of Services (**see Section 2.0**). Include specific policies, plans, procedures and/or practices to be used in providing the services.

(a) Describe the Proposer's overall approach to project organization, management, and supervision. Outline the responsibilities and interrelationships of the various categories of Proposer's management and staff personnel that will perform work in this project. The plan shall address, but not be limited to, the following:

- i) Managerial and supervisory staffing levels for the project;
- ii) Authority and decision-making capacity of key personnel
- iii) Plans and procedures to address standard personnel situations:
 - I. Coverage of unscheduled post vacancies;
 - II. Coverage of short-term posts, at short notice from the County;
 - III. Coverage of posts at all times, including shift changes;
 - IV. Provision of fully-equipped personnel at all times while on duty
- iv) Plans and procedures to ensure that Proposer remains fully responsive to GSA Security Management, building managers and facility contacts.

(b) Provide project schedule with description and duration of each of the key tasks involved in assuming service under this contract. Elements should include, but not be limited to, post order development; recruitment, background check, and training of all key personnel and field staff required to commence service; equipment acquisition and deployment; Quality Assurance Plan development; and activation of local management office.

(c) Identify whether Proposer's proposed plan (i) meets the all requirements of the Scope of Services described in Section 2.0, (ii) will meet the requirements with modifications (explain how), or (iii) cannot provide the requirements.

(d) Describe in detail the critical elements of success in providing the highest level of security to the County.

(e) Provide a detailed description of financial systems and processes to be utilized for any contract issued as a result of this RFP. Proposers should specify the accounting software/systems, as well as the billing and verification processes and procedures that will be used to ensure the accuracy and timeliness of Proposer's invoices.

(f) Planned or proposed uses of technology and other innovative products and practices.

(g) Describe Proposer's communications and dispatching systems and practices. Provide overview of system equipment and any related software. Describe how and to what degree systems and procedures will aid Proposer to provide superior control and distribution of field personnel.

(h) Describe process and role of key staff in developing, implementing and maintaining the Proposer's Quality Assurance Plan. Outline Proposer's plan to remediate performance deficiencies.

(i) Proposers submitting Proposals for Tier 2 shall describe in detail the plan to meet the 20%

SBE subcontractor goal.

7) Proposer's Experience and Past Performance

- (a) Describe the Proposer past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.
- (b) Provide a detailed description of comparable contracts, top 5 accounts of the Proposer, (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past five (5) years. The description should identify for each project: (i) the client, (ii) description of work and type of service, (iii) total dollar value of the contract, (iv) contract duration, (v) Dollars expended for each year of the Contract (vi) customer contact person and phone number for reference, (vii) statement or notation of whether Proposer is/was the prime contractor or subcontractor or subconsultant, and (viii) number of hours per week. Where possible, list and describe those projects performed for government clients or similar size private entities and any work performed for the County.
- (c) List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with County Ordinance No. 98-42, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include the name of the County Department which administers or administered the contract(s); the contact person(s) on the contract(s) and their telephone number; the dates covering the term of the contract(s); and, the dollar value of the contract(s).
- (d) Describe any other experiences related to the work or services described in the Scope of Services (**see Section 2.0**), and any other information which may be specific to the required services to be provided.

8) Recruitment Plan, Personnel Development Plan and Training

- a) Proposers shall state in their proposal their recruitment policy, procedures, methods and resources utilized for recruiting personnel.
- b) Proposers shall include detailed information on the current and proposed training program implemented by the Proposer to train its personnel. The information shall include but not limited to the following elements:
 - i) Training Program: number of hours and training curriculum
 - ii) Training of newly hired and inexperienced/experienced
 - iii) Orientation of newly-hired and inexperienced/experienced
 - iv) Continuing Education/training
 - v) In-service training/on the job training
 - vi) Training resources
 - vii) Training InstructorsProposers shall provide a copy of their current training program.
- c) Proposers shall describe in detail the personnel development plan and promotional opportunities for its personnel, turnover rate and retention procedures implemented by the

Proposer.

- d) Proposers shall delineate the existing wage separation between the various classifications/levels (Level 1, Level 2, Level 3, Site Supervisor, Screening Officer) of personnel currently employed by the Proposer. Proposers shall also describe the wage separation that they will apply to a Contract issued as a result of this RFP.

9) Financial Capability

Proposers shall submit their most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. Proposers may submit additional documents to prove their financial capability

The County will evaluate the Proposers Financial capability based on several factors, which may include, but not to be limited to, as the Proposer's ability to access all funding necessary to cover required start-up cost, cash reserves to ensure ongoing security operational and payroll cost for a period up to 60 days from the start of and throughout the duration of the award contract.

10) Offer Guaranty/Proposal Bond for a Specific Amount

All Proposals shall be accompanied by an offer guaranty/Proposal bond in the form of a Certified Check, Cashier's Check or Proposal Bond in the amount of **\$10,000.00 per Tier** payable to the Board of County Commissioners of Miami-Dade County, Florida. Any offer which is not accompanied by an offer guaranty/Proposal bond shall be considered unacceptable and/or non-responsive and ineligible for award. All Proposers shall be entitled to the return of their offer guaranty/Proposal bond within ten (10) calendar days after execution of contracts between selected Proposers and Miami-Dade County.

In case of failure or refusal to submit the stipulated performance and/or payment bond (Refer to Section 2.14 of the RFP document and Section 5.0., Article 42) within the time stated, the offer guaranty/Proposal bond submitted with the Proposal shall be forfeited as liquidated damages because of such failure or default.

11) Affidavits/Acknowledgements

The Proposer must complete, sign as required, and submit the following documents as part of its Technical Proposal:

- Form A-1 Cover Page of Technical Proposal (the Proposer shall indicate the corresponding Price Proposal Schedule, from below, that is being submitted)
- Form A-2 Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentations (**see Section 1.17**)
- Form A-3 Acknowledgement of Addenda (**see Section 1.8**)
- Form A-4 Disability Nondiscrimination Affidavit
- Form A-5 Local Preference Information (**see Section 1.22**)
- Form A-7.1 Proposer's Disclosure of Subcontractors and Suppliers (**see Section 1.29**)
- Form A-7.2 Proposer's Disclosure of Fair Subcontracting Policies (**see Section 1.30**)

- Form A-8 Affirmative Action Plan/Procurement Policy Affidavit (**see Section 1.32**)
- Form A-10 Miami-Dade County Collection of Taxes, Fees and Parking Tickets Affidavit and Individuals & Entities Attesting Being Current In Their Obligations to Miami-Dade County
- Form A-11 Miami-Dade County Living Wage Affidavit
- Form A-12 Code of Business Ethics
- Form A-13 Domestic Violence Leave Affidavit
- Form B-1 Price Proposal Schedule for Tier 1
- Form B-2 Price Proposal Schedule for Tier 2
- Form B-3 Price Proposal Schedule for Tier 3

In addition, the Proposer must follow the instructions for the SBE participation provisions described in Section 1.7 "Contract Measures" and the instructions of the attached Attachment D "SBE Participation Provisions", and complete, sign as required, and submit with the proposals any required form(s) as applicable.

B. PRICE PROPOSAL

The Proposer must submit the Price Proposal clearly marked as "PRICE PROPOSAL", together with the Proposer's name, RFP Number and RFP title. The Proposer's price shall be submitted on the applicable **Form B (1-3) "Price Proposal Schedule"**, and in the manner required on said attachment form; there are no exceptions allowed to this requirement. If the Proposer wishes to submit an alternate pricing, the Proposer must first submit pricing in accordance with the applicable **Form B (1-3)**, and then include a separate alternate pricing marked "ALTERNATE PRICE PROPOSAL" on the first page of the alternate pricing. Proposers who do not submit pricing in accordance with the applicable **Form B (1-3)** will not receive evaluation points for the Price/Cost portion. The alternate pricing will not be scored for evaluation purposes, but may be considered by the County if the Proposer is selected for negotiations. The Price Proposal must contain all information required on the Price Proposal Schedule.

In order to be considered for award, the Proposer must submit a price for all classifications within each Sector. If a Proposer fails to provide pricing on all classifications, its Proposal shall be declared non-responsive for that Sector.

3.3 PROPOSAL PREPARATION REQUIREMENTS

Proposers must follow instructions of Section 1.4 "Proposal Submission". The proposal must consist of two separate parts: a) Technical Proposal, and b) Price Proposal. The Technical and Price Proposals must be submitted in a sealed envelope or container that should be addressed as follows:

Proposer's Name Proposer's Address Proposer's Telephone Number	Clerk of the Board Stephen P. Clark Center 111 NW 1st Street, 17th Floor, Suite 202 Miami, FL 33128-1983
RFP No.: 487A: Tier 1 or Tier 2 or Tier 3 (Please circle one) RFP Title: Security Guard and Screening Services Proposal Due Date:	

SECTION 4.0 - EVALUATION/SELECTION PROCESS

4.1 INTRODUCTION

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee appointed by the County Manager. The Committee will be comprised of appropriate County personnel from multiple departments and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Committee is balanced with regard to both ethnicity and gender.

4.2 TECHNICAL PROPOSAL EVALUATION

A separate proposal shall be submitted for each Tier. The Evaluation/Selection Committee will evaluate Proposals separately for each Tier. The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria listed for each Tier. The criteria are itemized with their respective weights for a maximum total of One hundred and Sixty (160) points per each Evaluation/Selection Committee member, for all Technical criteria, for each Tier. A Proposer may receive the maximum points or a portion of this score depending on the merit of its proposal, as judged by the Evaluation/Selection Committee in accordance with:

<u>Criteria</u>	<u>Points</u>
1. Proposer’s experience, qualifications, capabilities, and past performance in providing this type of services	50
2. Experience and qualifications of individuals, including subcontractors, that will be assigned to this project	30
3. Proposer’s plan in providing the type of services described in this RFP	40
4. Recruitment Policy and Plan and Personnel Development	30
5. Financial Capability	10

Upon completion of the Technical (Quality) criteria evaluation, rating and ranking, the Committee may choose to conduct an oral presentation(s) with the Proposer(s). Upon completion of the oral presentation(s), the Committee will re-evaluate, re-rate and re-rank the proposals based upon the written documents combined with the oral presentation.

4.3 PRICE PROPOSAL EVALUATION

After the Evaluation/Selection Committee re-evaluates the Technical Proposals, in the light of the oral presentation(s) if necessary, it will then evaluate the Price Proposals for all Proposers. Price will be considered separately and only after the evaluation of the Technical (Quality) Proposals has been completed by the Evaluation/Selection Committee.

The Price Proposal submission will be assigned a maximum of Forty (40) points per each Evaluation/Selection Committee member for each Tier. The Price will be evaluated in the following manner:

1. The responsive proposal with the lowest total price will be given the full weight of points assigned to the price criterion.
2. Every other proposal will be given points proportionately in relation to the lowest price. This point total will be calculated by dividing the lowest price by the total price of the proposal being evaluated with the result being multiplied by the maximum weight for price to arrive at a cost score of less than the full score for price.

Example:
$$\frac{\text{Lowest Price Proposed}}{\text{Proposer's Proposed Price}} \times \text{Total Points for Price} = \text{Price Score}$$

The application of the above formula will result in a uniform assignment of points relative to the criterion of price.

The pricing formula is used as part of the evaluation process to determine the highest ranked proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.4 APPLICATION OF SELECTION FACTOR

A selection factor has been added for Tier 3 in accordance with Section 1.7, Contract Measures, and the Small Business Enterprise Program Participation Provisions after review of the Technical Proposal. An SBE Proposer entitled to a selection factor shall receive an additional ten percent (10%) of the technical evaluation points on the technical portion of such Proposer’s proposal.

4.5 OVERALL RANKING

The Evaluation/Selection Committee will then determine the overall ranking by adding the Price Proposal evaluation score with the Technical (Quality) evaluation score and all other applicable additional points specified in this RFP. Upon completion of the evaluation, rating and ranking, the Committee may choose to short list Proposers to remain in consideration based on the total scores in clusters; significant breaks in scoring; and/or maintaining competition.

Following the evaluation and ranking of the proposals, the Evaluation/Selection Committee will recommend to the County Manager or designee that contracts for individual **Sectors in each Tier** be negotiated with responsive and responsible Proposers remaining in consideration based upon the total score. The highest ranked Proposer for a Tier will be recommended for negotiations for the Sector, in that Tier, with maximum total number of hours for Security and Screening Officers, the second highest ranked Proposer will be recommended for negotiations for the Sector, in that Tier, with second highest number of hours for Security and Screening Officers and so forth, except as provided in Section 4.6 “Local Preference”. The approximate total number of hours for all levels of Security and Screening officers is specified below. Upon concurrence of the County Manager or designee, the County shall enter into negotiations with the recommended Proposer.

Sector	Approximate total number of hours for all levels of Security and Screening Officers
Sector 1D	2812.5
Sector 1E	5157.0
Sector 2A	3719.75
Sector 2B	3663.5
Sector 3A	4271.5

The Proposer recommended for negotiations shall provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors or subconsultants is or has been involved within the last three (3) years.

4.6 LOCAL PREFERENCE

Local Preference may be taken into consideration in accordance with Section 1.22 "Local Preference". If, following the completion of final rankings by the Evaluation/Selection Committee, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend to the County Manager or designee that a contract be negotiated with said local Proposer.

4.7 CONTRACT AWARD

Any negotiated contract, as a result of the RFP, will be submitted to County Manager or designee for approval and may be submitted to the Board of County Commissioners for their approval. **All Proposers will be notified in writing when the County Manager or designee makes an award recommendation.** The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. The County's decision to make the award and which proposal is in the best interest of the County shall be final.

(This is the form of Agreement the County anticipates awarding to the selected Proposer.)

Security Guard and Screening Services
Contract No. 487A

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between _____, a corporation organized and existing under the laws of the State of _____, having its principal office at _____ (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 _____, 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 _____, 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 _____ for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 487A and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.
- d) The word "Contractor" to mean _____ and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "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.
- i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- l) 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.
- m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. 487A and any associated addenda and attachments thereof, and 4) 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 _____ 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 Project Manager:

Miami-Dade County

Attention:
Phone:
Fax:

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

Attention:
Phone:
Fax:
E-mail:

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 in the total amount of _____ (\$ _____) 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 selected Proposer the cost to provide services to facilities/locations that are added to the contract during the contract term and/or any extensions thereof. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County.

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

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

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, 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

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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

Attention: _____

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

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

Upon County's notification, the Contractor shall, furnish to Miami-Dade County, Department of Procurement Management, RFP Section, 111 N.W. 1st Street, Suite 1375, Miami, Florida 33128-1974, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of the Department of**

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Procurement Management, as the certificate holder, must appear on the certificate of insurance.

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

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

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

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The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

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- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

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

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the

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Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

- d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the

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Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope Of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

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

The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

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

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services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

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

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

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

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

- d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and

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- e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
- i. portion of the Services completed in accordance with the Agreement and the Work Order up to the Effective Termination Date; and
 - ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and Work Order and has been specifically developed for the sole purpose of this Agreement Work Order but not incorporated in the Services.
- f) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis.
 - ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time

frame, the County may:

- i. treat such failure as a repudiation of this Agreement;
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

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

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprourement of Services, including procurement and administrative costs; and,
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default.

The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or

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- violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
 - c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
 - d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.
 - e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all

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County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

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

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

During the term of the contract, the contractors will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or

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purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

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

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants,

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and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. BUSINESS APPLICATION AND FORMS

Business Application The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS**Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all

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requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

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Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

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

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

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- ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

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

substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE 39. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from

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this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

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

b) Joint Purchase

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

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

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

c) Contractor Compliance

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

ARTICLE 41. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 42. PERFORMANCE BOND

The contractor shall duly execute and deliver to the County a Performance and Payment Bond in the amount of 10% of the total agreed upon weekly price multiplied by fifty-two (52) weeks for a yearly total for each Sector. The Performance and Payment Bond Form, Attachment C, provided by the County shall be the only acceptable form for these bonds. No other form will be accepted. The completed form shall be delivered to the County within 15 calendar days after formal notice from the County. If the vendor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the vendor in default of the contractual terms and conditions, and the vendor shall surrender its offer guaranty/bid bond, and the County shall not accept any offer from that vendor for a twelve (12) month period following such default.

The following specifications shall apply to any bond provided:

- A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

- B. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
 1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued;
 2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and
 3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under SS. 31 USC 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on

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Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

- C. For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.
- D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- E. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Miami-Dade County during the life of this contract and/or as long as the funds are being held by Miami-Dade County.
- F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Corporate Secretary/Notary

Clerk of the Board

Corporate Seal/Notary

Approved as to form
and legal sufficiency

Assistant County Attorney

SECTION 6.0 - ATTACHMENTS

- Form A-1 Cover Page for Technical Proposal
- Form A-2 Affidavit of Miami-Dade County Proposer Registration for Oral Presentation
- Form A-3 Acknowledgment of Addenda
- Form A-4 Disability Non-Discrimination Affidavit
- Form A-5 Local Preference Information
- Form A-7.1 Proposer's Disclosure of Subcontractors and Suppliers
- Form A-7.2 Proposer's Disclosure of Fair Subcontracting Policies
- Form A-8 Affirmative Action Plan/Procurement Policy Affidavit
- Form A-10 Miami-Dade County Collection of Taxes, Fees and Parking Tickets Affidavit
- Form A-11 Miami-Dade County Living Wage Affidavit
- Form A-12 Code of Business Ethics
- Form A-13 Domestic Violence Leave Affidavit

Price Proposal Schedules

- Form B-1 Price Proposal Schedule for Tier 1
 - Form B-2 Price Proposal Schedule for Tier 2
 - Form B-3 Price Proposal Schedule for Tier 3
-
- Attachment A Map of Sectors
 - Attachment B Sample Invoice
 - Attachment C Performance Bond
 - Attachment D SBE Participation Provisions

Form A-1

Proposers can propose on any or all of the following services. However, **one complete set of proposals** (as specified in Section 1.4 of the RFP document) **shall be submitted for each Tier proposed.**

Proposal for (check only one):

- Tier 1: Security Guard Services**
- Tier 2: Security Guard and Screening services alone, or a combination of both**
- Tier 3: Miami International Airport & Seaport** (Electronic screening services alone, or a combination of Screening and Security Guard Services)

<i>PROPOSER'S NAME (Name of firm, entity or organization):</i>		
<i>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</i>		
<i>NAME AND TITLE OF PROPOSER'S CONTACT PERSON:</i>		
Name: _____	Title: _____	
<i>MAILING ADDRESS:</i>		
Street Address: _____		
City, State, Zip: _____		
<i>TELEPHONE:</i> (____) _____	<i>FAX:</i> (____) _____	<i>E-MAIL ADDRESS:</i> _____
<i>PROPOSER'S ORGANIZATIONAL STRUCTURE:</i>		
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain): _____		
<i>IF CORPORATION,</i>		
Date Incorporated/Organized: _____		
State Incorporated/Organized: _____		
States registered in as foreign corporation: _____		
<i>PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:</i>		
<i>LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:</i>		
<i>PROPOSER'S AUTHORIZED SIGNATURE</i>		
The undersigned hereby certified that this proposal is submitted in response to this solicitation.		
Signed By: _____ Date: _____		
Print Name: _____ Title: _____		
A-1 Rev. 10/1/99		

Form A-2
AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) Project Title: _____ Project No.: _____
(2) Department: _____
(3) Firm/Proposer's Name: _____
Address: _____ Zip: _____
Business Telephone: (____) _____

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

Table with 4 columns: NAME, TITLE, EMPLOYED BY, TEL. NO. and 10 rows of blank lines for entry.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY. Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board at least two days prior to the oral presentation. Any person not listed on the revised affidavit may not participate in the oral presentation.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of county personnel regarding this solicitation MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: _____
Title: _____
STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____,
by _____, a _____, who is personally known
(Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)
to me or who has produced _____ as identification and who did/did not take an oath.

Signature of person taking acknowledgement)
(Name of Acknowledger typed, printed or stamped)
(Title or Rank) (Serial Number, if any)

Form A-3
ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 200__

Addendum #2, Dated _____, 200__

Addendum #3, Dated _____, 200__

Addendum #4, Dated _____, 200__

Addendum #5, Dated _____, 200__

Addendum #6, Dated _____, 200__

Addendum #7, Dated _____, 200__

Addendum #8, Dated _____, 200__

Addendum #9, Dated _____, 200__

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

Form A-4 DISABILITY NONDISCRIMINATION AFFIDAVIT

CONTRACT REFERENCE: _____

NAME OF FIRM, CORPORATION, OR ORGANIZATION: _____

AUTHORIZED AGENT COMPLETING AFFIDAVIT: _____

POSITION: _____ PHONE NUMBER: (____) _____

I, _____, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

Signature

Date

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____
(Date)

by _____ He/She is personally known to me or has
(Affiant)
presented _____ as identification.

(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____

Notary Seal
(State)

Form A-5

LOCAL BUSINESS PREFERENCE

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of receiving the aforementioned preference above, shall be defined as a Proposer which meets all of the following.

- 1. Proposer has a valid occupational license, issued by Miami-Dade County at least one year prior to proposal submission, that is appropriate for the goods, services or construction to be purchased.

Proposer shall attach a copy of said occupational license(s) hereto. (Note: Current and past year licenses may need to be submitted as proof that Proposer has had the license at least one year prior to the proposal due date.)

- 2. Proposer has a physical business address located within the limits of Miami-Dade County from which the Proposer operates or performs business. (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.)

Proposer shall state its Miami-Dade County (or Broward County if applicable, see note below) physical business address _____

- 3. Proposer contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with any of the following objective criteria as of the proposal submission date:

Check box, if applicable:

- a) Proposer has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County.
- b) Proposer contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County.
- c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution by _____

Proposer shall check the box if applicable and, if checking item "c", shall provide a written statement, above, defining how Proposer meets that criteria.

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2005. Therefore, a Proposer which meets the requirements of (1) and (2) above for Broward County shall be considered a local business for the purposes outlined herein.

Name of Firm: _____

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: (____) _____ Fax: (____) _____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____,

(Date)

by _____, He/She is personally known to me or has

(Affiant)

presented _____ as identification.

(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____

(State)

Notary Seal

**FORM A-7.1
SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)**

Firm Name of Prime Contractor/Proposer _____

RFP Name _____ **RFP Number** _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. **This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of Form A-7.1 in those instances where no subcontractors or suppliers will be used on the contract.** A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.

Signature of Proposer's _____ Print Name _____ Print Title _____ Date _____ Authorized Representative _____
(Duplicate if additional space is needed)

Form A-7.2

**FAIR SUBCONTRACTING POLICIES
(Ordinance 97-35)**

FAIR SUBCONTRACTING PRACTICES

In compliance with Miami-Dade County Ordinance 97-35, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____ Fed. ID No. _____

Address: _____ City/State/Zip: _____

Telephone: (____) _____ Fax: (____) _____



Form A-8

AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT
(Code of Miami-Dade County Section 2-8.1.5) (Ordinance No. 98-30)

I, being duly first sworn, hereby state that the proposer of this contract:

- has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. _____ and the expiration date of _____.
- had annual gross revenues in excess of \$5,000,000.00 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County DBD. I will contact DBD at 305-375-3111 regarding this requirement.
- had annual gross revenues less than \$5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code of Miami-Dade County is not applicable. However, I will contact DBD at 305-375-3111 in order to submit the required affidavit and exemption request.

Witness: _____
Signature Signature

Witness: _____ By: _____
Signature Legal Name and Title

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: _____ having the title of _____

with _____

- a _____ corporation
- partnership
- joint venture

PLEASE NOTE:

Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37) requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

Section 2-8.1.5 of the Code of Miami-Dade County requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-375-3111.

FORM A-11
MIAMI-DADE COUNTY, FLORIDA

MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT
(Ordinance 99-44 and Section 2-8.9 of the Miami-Dade County Code)

Solicitation No.: RFP 487

Title: Security Guard Services

I, _____, being first duly sworn hereby state and certify that in compliance with Miami-Dade County Ordinance 99-44 and Section 2-8.9 of the Miami-Dade County Code, by accepting award of this contract, the bidder or proposer agrees to pay the living wage required by Miami-Dade County Ordinance 99-44 to all employees assigned to this contract. The bidder or proposer further understands that the current living wage applied to this contract is \$9.81 per hour plus health benefits as described in the ordinance, or \$11.23 per hour without health benefits.

By: _____, 20____
Signature of Affiant Date

Printed Name of Affiant and Title Federal Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____,

by _____ He/She is personally known to me or has presented
Affiant

_____ as identification.
Type of identification

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal

LIVING WAGE REQUIREMENT (Miami-Dade County Ordinance 99-44)

Effective November 11, 1999 the provisions of Miami-Dade County Ordinance 99-44 and Section 2-8.9 of the Code of Miami-Dade County shall apply to all service contracts involving the expenditure of over \$100,000 per year for "Covered Services."

"Covered Services" are the type of services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:

(1) County Service Contracts

- (i) food preparation and/or distribution
- (ii) security services
- (iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling
- (iv) clerical or other non-supervisory office work, whether temporary or permanent
- (v) transportation and parking services, including airport and seaport services
- (vi) printing and reproduction services
- (vii) landscaping, lawn and/or agricultural services

In accordance with Miami-Dade County Ordinance 99-44, all Service Contractors entering into a contract with Miami-Dade County to provide Covered Services as described above shall pay to all of its employees providing such Covered Services to the County a Living Wage of no less than \$9.81 per hour plus Health Insurance as described in the aforementioned ordinance, or \$11.09 per hour without Health Insurance.

Such Health Benefits shall consist of payment of at least \$1.34 per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of Health Insurance must be submitted to the County to qualify for the wage rate for employees with health benefits. The Service Contractor shall also agree to produce all documents and records relating to payroll and compliance with this Ordinance prior to award of a contract as a result of this solicitation upon request by the County.

If records reflect that the Service Contractor is in violation of this Ordinance, the County has the right to sanction the Service Contractor to include but not limited to termination, fine and suspension.

This Ordinance encompasses various responsibilities that must be accomplished by the successful proposer such as record keeping, posting and reporting. Upon the award of this contract, the successful proposer must be prepared to comply with these requirements as outlined in Ordinance 99-44.

Form A-12
Code of Business Ethics

In accordance with Section 2-8.1(i) of the Miami-Dade County Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Code") and shall, prior to execution of any contract between the contractor and the County, submit an affidavit stating that the contractor has adopted a Code that complies with the requirements of Section 2-8.1(i) of the Miami-Dade County Code. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum, require that the contractor:

- Comply with all applicable governmental rules and regulations including, among others, the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance and the False Claims Ordinance.
- Comply with all applicable rules and regulations regarding Disadvantaged Business Enterprises, Black Business Enterprises, Hispanic Business Enterprises and Women Business Enterprises (hereinafter collectively Minority Business Enterprises, "MBEs") and Community Small Business Enterprises (CSBE5) and shall specifically prohibit the following practices:
 - Pass-through Requirements. The Code shall prohibit pass-throughs whereby the prime firm requires that the MBE or CSBE firm accept payments as a MBE or CSBE and pass through those payments or a portion of those payments to another entity including, but not limited to the owner/operator of the prime firm;
 - Rental Space, Equipment or Flat Overhead Fee Requirements. The Code shall prohibit rental space requirements, equipment requirements, and/or flat overhead fee requirements, whereby the prime firm requires the MBE or CSBE firm to rent space or equipment from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc.;
 - Staffing Requirements. The Code shall prohibit the prime firm from mandating, as a condition to inclusion in the project, that a MBE or CSBE hire, fire, or promote certain individuals not employed by the prime firm, or utilize staff employed or previously employed by the prime firm.
 - MBE or CSBE staff utilization. The Code shall prohibit the prime firm from requiring the MBE or CSBE firm to provide more staff than is necessary and then utilizing the MBE or CSBE staff for other work to be performed by the prime firm.
 - Fraudulently creating, operating or representing MBE or CSBE. The Code shall prohibit a prime firm including, but not limited to, the owners/operators thereof from fraudulently creating, operating or representing an entity as a MBE or CSBE for purposes of qualifying for certification as a MBE or CSBE.
- The Code shall also require that on any contract where MBE or CSBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs or CSBEs, the timing of payments and when the work is to be performed.
- The failure of a contractor to comply with its Code of Business Ethics shall render any contract between the contractor and the County voidable, and subject violators to debarment from future County work pursuant to Section 10-38(h)(2) of the Code. The Inspector General shall be authorized to investigate any alleged violation by a contractor of its Code of Business Ethics.

CODE OF BUSINESS ETHICS
[Section 2-8.1(f), Code of Miami-Dade County]

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(1) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: _____
Signature of Affiant

_____ 20 ____
Date

Printed Name and Title of Affiant

Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (of affirmed) before me this _____ day of _____, 20 ____

He/She is personally known to me or has presented _____ as identification.
Type of Identification

Signature of Notary

Serial Number

Print or Stamped Name of Notary

Expiration Date

Notary Public, State of _____

Form A-13

MIAMI-DADE COUNTY
DOMESTIC VIOLENCE LEAVE AFFIDAVIT
(County Ordinance No 99-5 and Resolution No. R-185-00)

I, _____, being first duly sworn state:
Affiant

That in compliance with Ordinance No. 99-5, Resolution No. R-185-00 and the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned legislation.

As an employer having, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year, do hereby certify to be in compliance with the Domestic Leave Ordinance, codified at 11A-60 et. seq., of the Miami-Dade County Code, and that the obligation to provide domestic violence leave to employees shall be a contractual obligation.

By: _____ Date _____ 200__
Signature of Affiant Date

_____ Federal Employer Identification Number
Printed Name of Affiant and Title

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 200__

He/She is personally known to me or has presented _____ as identification.
Type of Identification

_____ Serial Number
Signature of Notary

_____ Expiration Date
Print or Stamp Name of Notary

Notary Public - State of _____

Notary Seal

Form B-1

Price Proposal Schedule

TIER 1

INSTRUCTIONS:

The Proposer's price shall be submitted on this Form B-1 "Price Proposal Schedule", and in the manner stated herein; **there is no exception allowed to this requirement.** Proposer is requested to fill in the applicable blanks on this form and to make no other marks. (For information regarding submitting a price proposal in an alternate format, please refer to the RFP Section 3.2 (B))

The Proposer shall submit this Form B-1 "Price Proposal Schedule" in a sealed envelope (i.e., sealed separately from the Technical Proposal) clearly marked on the envelope or package "**PRICE PROPOSAL**", the Proposer's name, RFP Number and RFP title.

A. PROPOSED PRICE

Proposers shall submit pricing stated as a flat, fixed price which shall include all expenses to be paid for two (2) sectors in Tier 1, under a contract issued as a result of this RFP.

Personnel	Price (Hourly Rate)	Approximate number of hours per year	Total Price (Hourly Rate x Approximate number of hours per year)
Level 1 Security Officer	\$	175,864	\$
Level 2 Security Officer	\$	164,866	\$
Level 3 Security Officer	\$	59,644	\$
Contractor Field Supervisor	\$	34,944	\$
Total for Security Officers, Contractor Field Supervisor (a):			\$
Personnel		Annual Rate	
Project Manager (b):		\$	
Personnel Total (a+b):			\$

Notes:

1. This portion of the price form will be used for price scoring purposes. The County will multiply the approximate number of hours per Tier with this hourly rate and assign price points per Tier according to Section 4.4 of the RFP document.
2. All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees, should be included in the Proposer's price, as they shall not be reimbursed separately by the County.
3. Proposer shall invoices and other required documentation in order to receive payment for services rendered.

4. The identified number of hours is for evaluation purposes and the County makes no guarantee of the actual number of hours under a Contract issued as a result of this RFP. The selected Proposer shall be paid on an hourly basis.
5. The County, may at its sole discretion, add or delete facilities/buildings or Sectors.
6. The County, may at its sole discretion, increase/decrease the number of hours of service required for a building/facility.

Proposers who do not submit pricing for this Section (Proposed Price) in accordance with this Form B-1, or who qualify or place ANY conditions on price will not receive evaluation points for the Price portion.

B. PAYMENT FOR SPECIAL EQUIPMENT

The Proposer shall state its hourly rates for providing the "Special Equipment" as stated in Section 2.6 (3) (A) of the RFP document, for the duration of a Contract issued as a result of this RFP, including any renewals and extensions thereof.

Special Equipment	Proposed Hourly Rate	Approximate number of hours per year	Total Price (Hourly Rate x Approximate number of hours per year)
Use of Licensed Motor Vehicle	\$	71,786	\$
Use of Off-Street Motorized Cart	\$	11,076	\$
Total:			\$

Notes:

1. This portion of the price form will be used for informational and negotiation purposes only and will not be used for price scoring purposes.
2. The County reserves the right to increase/decrease the hours for usage of supplemental equipment.
3. The County reserves the right to provide equipment to the selected Proposer(s) and in that case, the above charges do not apply.

C. PROPOSED PRICE FOR DIFFERENT LEVELS OF SITE SUPERVISORS

Proposers shall submit its hourly rates for Site Supervisors for two (2) Sectors in Tier 1, under a Contract issued as a result of this RFP. Approximate total number of hours for all Site Supervisors for Tier 1 is 2,080 per year. The exact number of hours for each Sector will be determined at a later date.

Personnel	Price (Hourly Rate)
Site Supervisor (For Level 1 Officers)	\$
Site Supervisor (For Level 2 Officers)	\$
Site Supervisor (For Level 3 Officers)	\$

1. This portion of the price form will be used for informational and negotiation purposes only and will not be used for price scoring purposes.
2. All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees, should be included in the Proposer's price, as they shall not be reimbursed separately by the County.
3. Proposer shall invoices and other required documentation in order to receive payment for services rendered.
4. The County makes no guarantee of the actual number of hours under a Contract issued as a result of this RFP. The selected Proposer shall be paid on an hourly basis.
5. The County, may at its sole discretion, increase/decrease the number of hours of service required for a building/facility.

C. COUNTY USER ACCESS PROGRAM (UAP)

Joint purchase and entity revenue sharing program

For the County's information, the Proposer is requested to indicate, at '1' and '2' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 1.39 of this RFP. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the Proposer's expression of general interest in '1' and '2' below is for the County's information only and **shall not be binding** on the Proposer.

- 1. If awarded a contract as a result of this RFP, would Proposer be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **within** the geographical boundaries of Miami-Dade County?

Yes___ No___

and

- 2. If awarded a contract as a result of this RFP, would Proposer be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **outside** the geographical boundaries of Miami-Dade County?

Yes___ No___

Proposer: _____

Authorized Signature: _____

Print Name & Title: _____

Federal Employer Identification Number: _____

Address: _____

City/State/Zip: _____

Telephone: (____) _____

Form B-2

Price Proposal Schedule

TIER 2

INSTRUCTIONS:

The Proposer's price shall be submitted on this Form B-2 "Price Proposal Schedule", and in the manner stated herein; **there is no exception allowed to this requirement.** Proposer is requested to fill in the applicable blanks on this form and to make no other marks. (For information regarding submitting a price proposal in an alternate format, please refer to the RFP Section 3.2 (B))

The Proposer shall submit this Form B-2 "Price Proposal Schedule" in a sealed envelope (i.e., sealed separately from the Technical Proposal) clearly marked on the envelope or package "**PRICE PROPOSAL**", the Proposer's name, RFP Number and RFP title.

A. PROPOSED PRICE

Proposers shall submit its hourly rates for the personnel for two (2) sectors in Tier 2, under a Contract issued as a result of this RFP.

Personnel	Price (Hourly Rate)	Approximate number of hours per year	Total Price (Hourly Rate x Approximate number of hours per year)
Level 1 Security Officer	\$	100,308	\$
Level 2 Security Officer	\$	76,752	\$
Level 3 Security Officer	\$	53,625	\$
Screeener	\$	153,244	\$
Contractor Field Supervisor	\$	34,944	\$
Total for Security Officers, Screeners, Contractor Field Supervisor (a):			\$
Personnel		Project Manager (b):	Annual Rate
			\$
Personnel Total (a+b):			\$

Notes:

1. This portion of the price form will be used for price scoring purposes. The County will multiply the approximate number of hours per Tier with this hourly rate and assign price points per Tier according to Section 4.4 of the RFP document.
2. All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees, should be included in the Proposer's price, as they shall not be reimbursed separately by the County.
3. Proposer shall invoices and other required documentation in order to receive payment for services rendered.

4. The identified number of hours is for evaluation purposes and the County makes no guarantee of the actual number of hours under a Contract issued as a result of this RFP. The selected Proposer shall be paid on an hourly basis.
5. The County, may at its sole discretion, add or delete facilities/buildings.
6. The County, may at its sole discretion, increase/decrease the number of hours of service required for a building/facility.

Proposers who do not submit pricing for this Section (Proposed Price) in accordance with this Form B-2, or who qualify or place ANY conditions on price will not receive evaluation points for the Price portion.

B. PAYMENT FOR SPECIAL EQUIPMENT

Proposers shall state its hourly rates for providing the "Special Equipment" as stated in Section 2.6 (3) (A) of the RFP document, for the duration of a Contract issued as a result of this RFP, including any renewals and extensions thereof.

Special Equipment	Proposed Hourly Rate	Approximate number of hours per year	Total Price (Hourly Rate x Approximate number of hours per year)
Use of Off-Street Motorized Cart	\$	17,472	\$
Total:			\$

Notes:

1. This portion of the price form will be used for informational and negotiation purposes only and will not be used for price scoring purposes.
2. The County reserves the right to increase/decrease the hours for usage of supplemental equipment.
3. The County reserves the right to provide equipment to the selected Proposer(s) and in that case, the above charges do not apply.

C. PROPOSED PRICE FOR DIFFERENT LEVELS OF SITE SUPERVISORS

Proposers shall submit its hourly rates for Site Supervisors for two (2) Sectors in Tier 2, under a Contract issued as a result of this RFP. Approximate total number of hours for all Site Supervisors for Tier 2 is 17,056 per year. The exact number of hours for each Sector will be determined at a later date.

Personnel	Price (Hourly Rate)
Site Supervisor (For Level 1 Officers)	\$
Site Supervisor (For Level 2 Officers)	\$
Site Supervisor (For Level 3 Officers)	\$
Site Supervisor (For Screening Officers)	\$

Notes:

1. This portion of the price form will be used for informational and negotiation purposes only and will not be used for price scoring purposes.
2. All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees, should be included in the Proposer's price, as they shall not be reimbursed separately by the County.
3. Proposer shall invoices and other required documentation in order to receive payment for services rendered.
4. The County makes no guarantee of the actual number of hours under a Contract issued as a result of this RFP. The selected Proposer shall be paid on an hourly basis.
5. The County, may at its sole discretion, increase/decrease the number of hours of service required for a building/facility.

C. COUNTY USER ACCESS PROGRAM (UAP)

Joint purchase and entity revenue sharing program

For the County's information, the Proposer is requested to indicate, at '1' and '2' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 1.39 of this RFP. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the Proposer's expression of general interest in '1' and '2' below is for the County's information only and **shall not be binding** on the Proposer.

- 1. If awarded a contract as a result of this RFP, would Proposer be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **within** the geographical boundaries of Miami-Dade County?

Yes ___ No ___

and

- 2. If awarded a contract as a result of this RFP, would Proposer be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **outside** the geographical boundaries of Miami-Dade County?

Yes ___ No ___

Proposer: _____

Authorized Signature: _____

Print Name & Title: _____

Federal Employer Identification Number: _____

Address: _____

City/State/Zip: _____

Telephone: (_____) _____

Form B-3

Price Proposal Schedule

TIER 3

INSTRUCTIONS:

The Proposer's price shall be submitted on this Form B-3 "Price Proposal Schedule", and in the manner stated herein; **there is no exception allowed to this requirement.** Proposer is requested to fill in the applicable blanks on this form and to make no other marks. (For information regarding submitting a price proposal in an alternate format, please refer to the RFP Section 3.2 (B))

The Proposer shall submit this Form B-3 "Price Proposal Schedule" in a sealed envelope (i.e., sealed separately from the Technical Proposal) clearly marked on the envelope or package "**PRICE PROPOSAL**", the Proposer's name, RFP Number and RFP title.

A. PROPOSED PRICE

Proposers shall submit pricing stated as a flat, fixed price which shall include all expenses to be paid for Tier 3, under a Contract issued as a result of this RFP.

Personnel	Price (Hourly Rate)	Approximate number of hours per year	Total Price (Hourly Rate x Approximate number of hours per year)
Level 1 Security Officer	\$	33,176	\$
Level 2 Security Officer	\$	128,076	\$
Level 3 Security Officer	\$	60,736	\$
Screeener	\$	135,330	\$
Contractor Field Supervisor	\$	34,944	\$
Total for Security Officers, Screeners, Contractor Field Supervisor (a):			\$
Personnel		Project Manager (b):	Annual Rate
			\$
Personnel Total (a+b):			\$

Notes:

1. This portion of the price form will be used for price scoring purposes. The County will multiply the approximate number of hours per Tier with this hourly rate and assign price points per Tier according to Section 4.4 of the RFP document.
2. All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees, should be included in the Proposer's price, as they shall not be reimbursed separately by the County.
3. Proposer shall invoices and other required documentation in order to receive payment for services rendered.

4. The identified number of hours is for evaluation purposes and the County makes no guarantee of the actual number of hours under a Contract issued as a result of this RFP. The selected Proposer shall be paid on an hourly basis.
5. The County, may at its sole discretion, add or delete facilities/buildings.
6. The County, may at its sole discretion, increase/decrease the number of hours of service required for a building/facility.

Proposers who do not submit pricing for this Section (Proposed Price) in accordance with this Form B-3, or who qualify or place ANY conditions on price will not receive evaluation points for the Price portion.

B. PAYMENT FOR SPECIAL EQUIPMENT

The Proposer shall state its hourly rates for providing the “Special Equipment” as stated in Section 2.6 (3) (A) of the RFP document, for the duration of a Contract issued as a result of this RFP, including any renewals and extensions thereof.

Special Equipment	Proposed Hourly Rate	Approximate number of hours per year	Total Price (Hourly Rate x Approximate number of hours per year)
Use of Licensed Motor Vehicle	\$	52,416	\$
Total:			\$

Notes:

1. This portion of the price form will be used for informational and negotiation purposes only and will not be used for price scoring purposes.
2. The County reserves the right to increase/decrease the hours for usage of supplemental equipment.
3. The County reserves the right to provide equipment to the selected Proposer(s) and in that case, the above charges do not apply.

C. PROPOSED PRICE FOR DIFFERENT LEVELS OF SITE SUPERVISORS

Proposers shall submit its hourly rates for Site Supervisors for two (2) Sectors in Tier 3, under a Contract issued as a result of this RFP. Approximate total number of hours for all Site Supervisors for Tier 3 is 19,552 per year. The exact number of hours for each Sector will be determined at a later date.

Personnel	Price (Hourly Rate)
Site Supervisor (For Level 1 Officers)	\$
Site Supervisor (For Level 2 Officers)	\$
Site Supervisor (For Level 3 Officers)	\$
Site Supervisor (For Screening Officers)	\$

Notes:

1. This portion of the price form will be used for informational and negotiation purposes only and will not be used for price scoring purposes.
2. All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees, should be included in the Proposer's price, as they shall not be reimbursed separately by the County.
3. Proposer shall invoices and other required documentation in order to receive payment for services rendered.
4. The County makes no guarantee of the actual number of hours under a Contract issued as a result of this RFP. The selected Proposer shall be paid on an hourly basis.
5. The County, may at its sole discretion, increase/decrease the number of hours of service required for a building/facility.

C. COUNTY USER ACCESS PROGRAM (UAP)

Joint purchase and entity revenue sharing program

For the County's information, the Proposer is requested to indicate, at '1' and '2' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 1.39 of this RFP. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the Proposer's expression of general interest in '1' and '2' below is for the County's information only and **shall not be binding** on the Proposer.

- 1. If awarded a contract as a result of this RFP, would Proposer be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **within** the geographical boundaries of Miami-Dade County?

Yes___ No___

and

- 2. If awarded a contract as a result of this RFP, would Proposer be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **outside** the geographical boundaries of Miami-Dade County?

Yes___ No___

Proposer: _____

Authorized Signature: _____

Print Name & Title: _____

Federal Employer Identification Number: _____

Address: _____

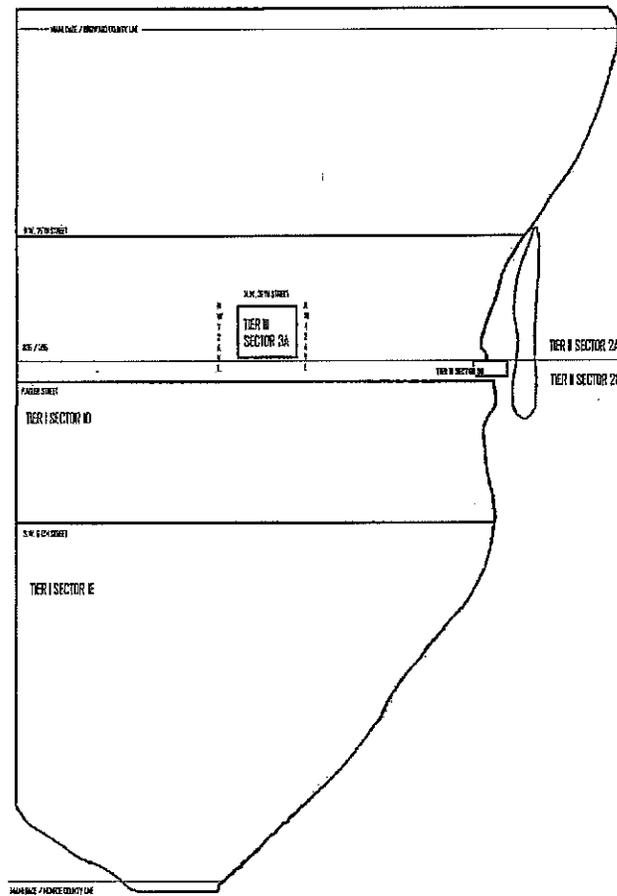
City/State/Zip: _____

Telephone: (_____) _____

ATTACHMENT A

MIAMI-DADE COUNTY

RFP 487A



ATTACHMENT B

** SAMPLE INVOICE **

Invoice Date: 04/06/2002

Invoice#: 43434343
ABC SECURITY SERVICES, INC.
4876 N.W. 12th Avenue
Miami, FL 33156

Phone: 305.634.2855

Fax: 305.634.2877

E-mail: bsmith@abcsec.com

Index Code: PLCOMM25N

PO#: 99-08713B

Bill to: GSA Security Management
200 N.W. 1st Street
Miami, FL 33128

Facility: Caleb Center
Address: 3149 N.W. 44th Street
Phone: 305.261.5584

Billing Period 03-22-2002 TO 04-04-2002

Table with 10 columns: Sector, Day, Date, Start, End, Level, Employee/Vehicle, Hours, Rate, Amount. It lists work entries for employees John Smith, Felix Garcia, and Bill Smith, along with vehicle hours.

Amount Due = \$241.50

Codes:

- R= Regular Hours
O/T= Overtime Hours
V= Vehicle Hours
SS= Site Supervisor

ATTACHMENT C



MIAMI-DADE COUNTY, FLORIDA
PERFORMANCE AND PAYMENT BOND

Any change, alteration or addition to this form will disqualify this Performance and Payment Bond

STATE OF FLORIDA)
COUNTY OF DADE)

KNOW ALL MEN BY THESE MEANS THAT

As Principal, and

A corporation organized under the laws of the State of
with its home office in the city of
as Surety, (said Principal and said Surety hereinafter collectively being referred to as
Obligor), are held and finally bound unto Dade County, Florida, acting by and through the BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE
COUNTY, FLORIDA, and their successors in office, hereinafter called the Obligees, in the sum of \$
lawful money of the
United States of America, for the payment whereof to the Obligees, the Principal and Surety respectively bind themselves, their successors, heirs, and assigns,
jointly and severally, finally by these present.

Signed, sealed and dated this day of , 20

WHEREAS the Principal and Obligees have entered into a written contract, hereinafter called the "Contract" for

As evidenced by contract and specifications made a part thereof, entered into between the Principal and the Obligees on the day of
20 a copy of which Contract may be attached hereto and is hereby referred to and made a part thereof.

NOW, THEREFORE, the conditions of the foregoing obligation is such that if the Principal shall indemnify the Obligees for all loss that the
Obligees may sustain by reason of the Principal's failure to comply with any of the terms of the Contract, then this obligation shall be void; otherwise, it shall
remain in full force.

THIS BOND shall also be security for the performance by the Principal and Surety of the following additional covenants and obligations, and the
recitals and references herein contained shall constitute a part of this Bond and obligation:

- 1. Said Principal (Contractor) shall well and truly perform; carry out and abide by all terms, conditions and provisions of said Contract including all
maintenance and warranty provisions and furnish complete the items herein specified in accordance with the terms thereof, and the Obligor herein shall and
does hereby agree to indemnify the Obligees and hold it harmless of, from and against any and all liability, loss, cost, damage or expense and attorney's fees,
including appellate proceedings, which said Dade County, Florida may incur or which may accrue or be imposed upon either thereof by reason of any
negligence, default and/or misconduct on the part of the said contractor, and agents, servants, and/or employees, in, about or on account of the
performance of said contract by the said contractor, and shall repay to and reimburse to the said Dade County, Florida, promptly upon demand, all sums of
money, each and every, reasonably paid out or expended by the said Obligees on account of the failure and/or refusal of said contractor to carry out, do, perform
and/or comply with any of the terms and provisions of said Contract at the time and in the manner therein provided.
2. The Principal will make payments to all persons supplying Principal labor, material and supplies used directly or indirectly by the Principal or any
subcontractors of the Principal in the prosecution of the work provided for in said Contract.
3. Each and every person, natural and artificial, for whose benefit this bond has been executed as disclosed by the text of this bond and of said
Contract, specifications, drawings and all papers, and of said agreement and instruments attached and made a part of said Contract, and each and every person,
natural and artificial, supplying labor, materials and supplies in furtherance of said Contract, shall have the same several rights of suit or action upon this bond
as if he or they were the Obligees or Obligees herein specially mentioned, and the obligations hereof shall be several as to the rights of said persons or said
Obligees hereof.
4. In each and every suit brought against the Obligor upon this bond in which the Plaintiff shall be successful, there shall be assessed therein against
the Obligor herein, in favor of the Plaintiff therein, reasonable counsel fees, which the Obligor hereby expressly agrees to pay as part of the cost and expense of
such suit.

IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE

Presents this _____ day of _____, 20____

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of: _____
Printed Name of Individual

Two Witnesses

Signature of Individual



WHEN THE PRINCIPAL IS SOLE PROPRIETORSHIP OR OPERATES UNDER TRADE NAME:

Signed, sealed and delivered in the presence of: _____
Name of Firm

Two Witnesses

Signature of Individual

Printed Name of Individual



WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of: _____
Name of Firm – A Partnership

Two Witnesses

Printed Name of One Partner

Signature of One Partner



WHEN PRINCIPAL IS A CORPORATION:

Secretary

Correct Name of Corporation

(Affix Corporate Seal)

By: _____
President or Vice-President



Attest:

Corporate Surety

Countersigned:

Business Address

Florida Resident Agent

By: _____
Corporate Seal



ATTACHMENT D

SMALL BUSINESS ENTERPRISE PROGRAM (SBE)
(Ordinance 05-29 and Administrative Order 3-41)

PARTICIPATION PROVISIONS

Applies to set-asides and/or subcontractor goals

**THE CONTRACT MEASURE(S) APPLICABLE
TO THIS PROJECT:**

	SBE
Set-aside	<input type="text"/>
Subcontractor goals	<input type="text"/> %

DEPARTMENT OF BUSINESS DEVELOPMENT
111 NW 1st STREET, 19th FLOOR
MIAMI, FLORIDA 33128
PHONE: (305) 375-3111 FAX: (305) 375-3160

March 2005

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A. Definitions	1
B. General Information	3
C. Certification	4
D. Applied Contract Measures.....	4
1. Set-asides.....	4
2. Subcontractor goals.....	5
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H. Contractual Sanctions.....	10
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1. Forms	
a. Certificate of Unavailability	DBD 502
b. Utilization Report	DBD 503

A. DEFINITIONS

The definitions in this section apply only to these Participation Provisions, hereafter referred to as "Provisions".

1. *Agreement* means a duly executed legally binding contract.
2. *Available* or *availability* means to have prior to bid submission, the ability to provide goods or services under a contract, by having:
 - a. Reasonably estimated, uncommitted capacity;
 - b. All necessary licenses, permits, registrations and certifications, including Small Business Enterprise (SBE) or Micro Enterprise certification to provide the type of goods or services being purchased under the contract;
 - c. The ability to obtain financing/insurance that is reasonably required and consistent with normal industry practice; and
 - d. The ability to otherwise meet bid specifications.
3. *Bid* means a quotation proposal, letter of interest or offer by any bidder in response to any kind of invitation, request or public announcement to submit such quotation, proposal, letter of interest or offer for a contract.
4. *Bidder* or *Proposer* means any person, partnership, corporation or other business entity that submits a bid or proposal.
5. *Board* means the Miami-Dade County Board of County Commissioners, Miami-Dade County, Florida.
6. *Certificate of Unavailability* means a document signed by an SBE stating that the SBE is not available to participate on a specific project at a specific time.
7. *Certification List* means a list maintained by the Department of Business Development that contains the names, addresses, and certification expiration date, of certified SBEs, sorted by trade, service, and/or commodity.
8. *Commercially Useful Function* means contractual responsibility for the execution of a distinct element of the work of a contract by a business enterprise and the carrying out of its contractual responsibilities by actually performing, managing, and supervising the work involved other than acting as a broker. The determination of whether an activity is a commercially useful function shall include the evaluation of the amount of work subcontracted, normal industry practices, the skills, qualifications, or expertise of the

9. enterprise to perform the work, whether the business owner himself or herself performs, manages, and/or supervises the work involved, and other relevant factors.
10. *Compliance Monitor* means the Director of the Department of Business Development or designee assigned to review compliance in accordance with Ordinance 05-29 and Administrative Order 3-41.
11. *Contract* means an agreement for the purchase of goods or services, including professional services. Professional services as used in this section includes but is not limited to accounting, legal, health care, consulting and management services. Contract does not mean an agreement to purchase, lease, or rent real property; a grant, license, permit, franchise or a concession; an agreement to acquire professional architectural, engineering, landscape architectural or land surveying and mapping services; or a contract for construction or construction management services.
12. *Contract Measure* means a contract set-aside, a subcontract goal, a bid preference, or a selection factor, singly or in any combination.
13. *Contracting Officer* means the person assigned under a contract, usually a department director or his or her designee, who prior to award manages the bid process or post award has primary responsibility to manage the contract and enforce contract requirements.
14. *County* means Miami-Dade County, Florida, a political subdivision of the State of Florida.
15. *DBD* means the Department of Business Development.
16. *DPM* means the Department of Procurement Management.
17. *Goods* mean any tangible product, material or supply that is not a service.
18. *Joint venture* means an association of two or more persons, partnerships, corporations or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
19. *Joint Venture Agreement* means a document submitted to DBD by a joint venture that provides information regarding the nature of the joint venture.
20. *MDC* means Miami-Dade County, Florida.
21. *Prompt Payment* is the intent of the Board that all firms, including SBEs and MicroEnterprises providing goods and services to the County, receive

payments promptly in accordance with Ordinance 05-29, and Administrative Order 3-41.

22. *Review Committee* or *RC* means the committee established by the County Manager to review proposed contracts for the application of contract measures and for administrative and/or appeal hearings.
23. *Service* means work offered for public or private consumption that does not consist primarily of goods.
24. *Set-aside* means the designation of a given contract for competition among SBEs.
25. *Small Business Enterprise (SBE)* means a business entity certified by DBD, providing goods or services, which has an actual place of business in Miami-Dade County and whose three year average gross revenues does not exceed \$5 million. The term Small Business Enterprise shall also include a manufacturer with one hundred (100) employees or less or wholesaler with fifty (50) employees or less without regard to gross revenues. Representations as to a business entity's average gross revenues and payroll shall be subject to audit.
26. *Subcontractor goal* means a proportion of a total contract value stated as a percentage to be subcontracted to SBE(s) to perform a commercially useful function.
27. *Successful Bidder* means the bidder to which the contract is awarded.
28. *Utilization Report* means a report completed and submitted by the successful bidder on a contract with goals, listing all work performed in the past by the SBE identified on the Agreement.
29. *Work* means the provision of goods or services.

B. GENERAL INFORMATION

1. The bidder shall fully comply with these Provisions which implement Miami-Dade County Ordinance 05-29 and Administrative Order 3-41.
2. DBD monitors the compliance of the successful Bidder with the requirements of these Provisions during the course of the work to be performed under the contract.
3. Forms necessary for submittal of information pertaining to these Provisions are included in the appendix. Additional copies may be obtained at: Miami-Dade County Department of Business Development (DBD) at 111 N.W. 1st

Street, 19th Floor, Miami, Florida 33128 or by telephone at (305) 375-3111, facsimile (305) 375-3160, online at www.miamidade.gov/dbd.

C. CERTIFICATION

1. In order to participate as an SBE on this contract, an SBE must have a valid certification at the time of bid submittal, bid award, and throughout the duration of the contract.
2. Bidders shall use the most recent Certification List available prior to bid submission. Certification List may be obtained by contacting DBD at telephone number (305) 375-3111 during normal business hours or online www.miamidade.gov/dbd.
3. The SBE firms on the Certification List will be identified by commodity code. An SBE must be certified in a commodity code and/or service area in order to be eligible to participate as an SBE on contracts in such commodity code and service area. In order to be eligible to participate as an SBE subcontractor, the SBE must be certified in the commodity code or service area in which they are to perform the work.
4. Bidders/Awardees are governed by the certification policies and procedures set forth by DBD for the certification of SBEs.
5. Joint Ventures: Only SBE joint ventures approved by DBD in accordance with Administrative Order 3-41 are eligible to participate as joint ventures in the Program. Joint ventures must be lawfully established. A joint venture is permissible only where the SBE lacks the necessary capacity to perform the contract on its own and the agreement is fair and equitable and will be of substantial benefit to the SBE. However, where DBD concludes that an SBE brings only its certification as contribution to the joint venture relationship DBD will not approve the joint venture. The small business member of the joint venture must be certified as an SBE before the joint venture can be approved.

D. APPLIED CONTRACT MEASURES

1. Set-asides
 - a. Set-asides are for bidding solely among SBEs. AN SBE awarded a set-aside contract shall not transfer to a non-SBE through subcontracting or otherwise, any part of the actual work of the contract unless the bid documents expressly and specifically require and/or permit such transfer as consistent with normal industry practice, or the SBE requests and receives prior to bid award an approval letter from DBD.

- b. If the SBE is using subcontractors to meet a portion of the set-aside on a contract, an Agreement is required and is subject to the requirements for the submittal of Agreements of Section D.2.c.
- c. An SBE may perform 100% of the set-aside with its own workforce.
- d. Bids that contain a defective Agreement shall be allowed up to 48 hours from bid submission to cure correctable defects. Correctable defects may include, but are not limited to: SBE percentage not indicated, prime or subcontractor failed to sign the Agreement, or calculation errors.
- e. Bidders that fail to correct defects in the Agreement within 48 hours after bid submission shall be non-responsive.

2. Subcontractor goals

- a. Bid documents to which a subcontractor goal is applied shall require bidders to submit a signed Agreement at the time of bid submission identifying all SBEs to be utilized to meet the subcontractor goal. Each Agreement shall specify the scope of work and commodity code the SBE will perform. The Agreement constitutes a written representation by the bidder that to the best of the bidders' knowledge the SBEs listed are available and have agreed to perform as specified, or that the Bidder will demonstrate unavailability. Bidders/proposers shall be allowed up to 48-hours from bid submission to cure correctable defects in the Agreement. Correctable defects may include, but are not limited to: SBE percentage not indicated, prime or subcontractor failed to sign the Agreement, or calculation errors. Failure to submit an Agreement and SBE joint venture agreement, if applicable, may deem a bid non-responsive.
- b. The Agreement shall incorporate;
 - i. The scope of work to be performed by the SBE; and
 - ii. The percentage of services the SBE will provide; and
 - iii. The prompt payment obligation; and
 - iv. The SBE joint venture Agreement; if applicable
- c. A bidder that is an SBE may meet up to 100% of the subcontractor goal with its own workforce.
- d. A bidder challenging or protesting the subcontractor goal must submit to the office or person to whom the bid is submitted, no later than the time of bid submission, written reasons for such challenge or protest. Challenges

or protests to an SBE subcontractor goal by bidders after the time of bid submission, or challenges based on reasons not previously provided in writing prior to bid submission, shall not be heard by the County Commission.

e. After a bid is advertised with a subcontractor goal, it may be reduced only with the approval of the County Commission.

f. Expenditures to subcontracting SBEs shall be counted toward meeting specified goals as follows:

i. One hundred percent (100%) of the expenditures to SBEs, that perform a commercially useful function in the supply of goods or services required for fulfillment of the contract;

ii. One hundred percent (100%) of the expenditures to SBEs that subcontract work further to non-SBEs only if bid documents expressly and specifically permit such subcontracting as consistent with normal industry practice, or the bidder or SBE requests and receives prior to bid award an approval letter from DBD.

iii. One hundred percent (100%) of the expenditures to SBEs who are vendors, working as subcontractors, that perform actual work with their own force;

iv. None of the expenditures to SBEs that act essentially as a conduit to transfer funds to a non-SBE unless bid documents expressly and specifically permit such transfers as consistent with normal industry practice or the bidder or SBE requests and receives prior to bid award an approval letter.

g. To prove lack of availability, at time of bid submission, bidders must submit the following:

i. Certificate of Unavailability (Form No. DBD 502) either completed and signed by the SBEs or completed and signed by the bidder explaining the contacts with the SBE's statement or actions of the SBEs showing unavailability, and the reason(s) why the SBE's signature could not be obtained; and

ii. A listing of any bids received from SBEs, the scope of work and price of each bid, and the bidder's reasons for rejecting each bid; and

iii. A statement of the bidder's contacts with DBD for assistance in determining available SBEs; and

- iv. A complete description of the bidder's process for soliciting and evaluating bids from SBEs; and
- v. Bidders may establish an SBE as unavailable if the bidder provides evidence proving the SBE's bid is not reasonably competitive with comparable bids of non-SBEs, for the same scope of work.

E. PRE-AWARD COMPLIANCE

1. The Compliance Monitor reviews bids for compliance with these Provisions on every contract on which an SBE set-aside and/or subcontractor goal has been applied.
2. When there is non-compliance with these Provisions, the Compliance Monitor notifies the bidder in writing, stating the facts and the reasons on which the non-compliance is based. Upon notification from DBD, the bidder may request a meeting in writing within two business days from the date of the notification of non-compliance. If requested, the bidder shall supply further relevant information as required by the Compliance Monitor. However, no new or altered agreement will be accepted.
3. Upon completion of its compliance review, the Compliance Monitor shall issue a written recommendation to the Contracting Officer that includes facts and reasons for the bidder's compliance or non-compliance.
4. The Contracting Officer, in conjunction with the Compliance Monitor, may conduct an informal meeting with the respondent. Other parties may be invited to offer information relevant to the issue of the respondent's non-compliance.
5. The Contracting Officer shall in writing determine whether the bidder complies with the requirements of these Provisions and whether to recommend to the County Manager that the contract be awarded to the bidder. Such recommendation shall not restrict the Board of County Commissioners from rejecting the bid for any reason or to take such action at the recommendation of the Contracting Officer as the Board deems appropriate.

F. PROMPT PAYMENT

1. All firms, including SBEs and Micro Enterprises providing goods and services to the County, shall receive payments promptly in order to maintain sufficient cash flow.

2. Invoices from SBE prime vendors shall be promptly reviewed and payment made by the County or Public Health Trust, where applicable, on those amounts not in dispute within 30 calendar days of invoices.
3. A prime vendor on a contract with SBE measures shall include in its invoices to the County or Public Health Trust, where applicable, copies of undisputed invoices from SBE subcontractors within 14 calendar days of receipt of such invoices, or by the next scheduled invoice, whichever comes first. The prime vendor shall pay those amounts not in dispute to subcontracting SBEs within 2 days of receipt of payment from the County. If the prime vendor fails to submit undisputed invoices from an SBE to the County as specified herein or chooses not to submit any invoice to the County pursuant to the invoice schedule, the prime vendor must pay the full amount of the received SBE invoice by the next invoice cycle or 40 calendar days from receipt, whichever is less.
4. The County or prime vendor in direct privity with an SBE on a contract with SBE measures must notify the SBE and DBD, in writing, of those amounts billed by the SBE which are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such invoice, or by the next scheduled invoice whichever comes first. Failure of the County or prime vendor to comply with the applicable requirements of this subsection shall result in the forfeiture of the right to use the dispute as justification for not paying the SBE and payment shall be forthcoming from the County or prime vendor as appropriate by the next invoice date or 40 calendar days from receipt of invoice date, whichever is less.
5. An SBE may invoice the County or prime vendor, as appropriate, 1% interest per month for any undisputed amount that is not promptly paid.

G. POST AWARD COMPLIANCE AND MONITORING

1. DBD shall monitor and enforce the compliance of the vendor with the requirements of the Administrative Order, and any related program requirements during the duration of the contract and may monitor for up to one year after notice of completion of the work or full payment of contract obligations, whichever comes last.
2. Successful Bidders and SBEs/Micro Enterprises shall permit the County to have access during normal business hours to all books and records relating to the compliance with the contract measure applied to the contract or relating to compliance with certification requirements. This right of access shall be granted for one year after completion of the work or full payment of contract obligations, whichever comes last, or for one year after the expiration of SBE certification.

3. Successful Bidders and SBEs/Micro Enterprises shall permit the County to have access to employees performing work during normal business hours in order to conduct visual inspections and interviews that may be conducted privately when necessitated by County staff.
4. Successful Bidders and SBEs/Micro Enterprises shall comply with all reporting requirements established by DBD. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the County.
5. In the event that during the performance of a contract containing an SBE subcontractor goal, an SBE is not able to provide the services specified in the Agreement submitted at the time of bid, the Successful Bidder must locate an SBE to substitute. The Successful Bidder must receive approval for substitution from DBD. A Successful Bidder that cannot secure a substitute SBE must provide a written statement to the Compliance Monitor.
6. The Compliance Monitor shall be responsible for monitoring the performance of the Successful Bidder regarding compliance with a contract measure applied to the contract. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of SBEs from that required by the contract and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the contract measure stated in the contract that shall be monitored include, but are not limited to:
 - a. Termination of an SBE's Agreement;
 - b. Reduction in the scope of work to be performed by an SBE
 - c. Modifications to the terms of payment or price to be paid to an SBE
 - d. Failure to enter into a contract with an SBE being utilized to meet a contract measure.
7. If, after execution of an agreement, the Successful Bidder submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware, until subsequent to the date of execution of such subcontract, an SBE, who entered into such subcontract has committed a material breach of the agreement, the Successful Bidder shall be entitled to exercise such rights as may be available to him/her to terminate the Agreement.
8. County's Determination of Bidder's Excuse or Termination.

If the Successful Bidder at any time submits a written request to the Contracting Officer under the prior two paragraphs, the Contracting Officer as

soon as practicable, shall determine whether the Successful Bidder has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Successful Bidder, upon notice, an opportunity to present pertinent information and arguments.

9. Alternative Subcontracts

If the Successful Bidder is excused from entering into a subcontract or rightfully terminates a subcontract under the Administrative Order and without such subcontract the Successful Bidder will not achieve the level of SBE participation upon which the contract was awarded, the Successful Bidder shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed by another available SBE as appropriate, for a subcontract price or prices totaling not less than the subcontract price under the excused or terminated subcontract, less all amounts previously paid there under. The Successful Bidder must submit to the Compliance Officer an Agreement with the new SBE and provide all documentation required by the County. A successful bidder that cannot secure a substitute SBE must provide all supporting documentation required by the County as detailed previously in this document (Section D.2.g).

- a. The Compliance Monitor may require the Successful Bidder to produce such information, as the Compliance Monitor deems appropriate and may obtain further information from other sources. The Compliance Monitor shall make his/her recommendation under this paragraph to the Contracting Officer and forward a copy to the bidder.
- b. The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five business days from the Successful Bidder's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, and as he/she in his/her discretion may determine, will reply to the Successful Bidder's written objection within ten business days of receipt of these objections.

H. CONTRACTUAL SANCTIONS

1. Bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's violation of or failure to comply with the Small Business Enterprise Program Ordinance and

Administrative Order may result in the imposition of one or more of the following sanctions:

- a. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
 - b. Work stoppage;
 - c. Termination, suspension, or cancellation of the contract in whole or part;
 - d. Loss of SBE certification.
2. In the event a bidder or SBE attempts to comply with the provisions of the SBE ordinance through fraud, misrepresentation, or material misstatement, the County shall, whenever practicable, terminate the contract or require the termination or cancellation of the subcontract for the project on which the bidder or SBE committed such acts. In addition, and as a further sanction, the County may impose any of the above-stated sanctions on any other contracts and subcontracts the bidder or SBE has on other County projects. In each instance, the bidder or SBE shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The bidder or SBE may also be subject to debarment.
 3. The foregoing notwithstanding, the County Manager shall include language in all prospective projects containing an SBE goal which provides that, in addition to any other sanction for failure to fulfill the SBE goal requirements for such contract, the contractor's eligibility to receive any future County contract shall be conditioned upon the contractor making up the deficit in SBE participation in such future contract by having SBEs perform work equal to double the dollar value of the deficiency in the SBE goal in the prior contract.
 4. The foregoing obligation shall be in addition to any SBE goal otherwise applicable to the future contract. The procedures for making up the SBE deficit shall follow DBD policy.
 5. Some of the contractual violations that may result in the imposition of sanctions listed in the administrative order include, but are not limited to, the following:
 - a. An SBE serving as a conduit for SBE work awarded to a firm as an SBE, but which is being performed by a non-SBE firm;
 - b. A prime vendor not meeting an SBE contract measure;

- c. Not obtaining or retaining SBE certification while performing work designated for SBE firms;
- d. Failure to timely submit utilization reports;
- e. Failure to comply with SBE certification requirements, including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
- f. Failure to maintain certification;
- g. Deviations from the SBE agreement without prior approval from DBD;
- h. Termination of the SBE's agreement without prior approval from DBD;
- i. Reduction of the scope of work of the SBE subcontract without prior approval from DBD; or
- j. Modifications to the terms and/or prices of payment to an SBE without prior approval from DBD

I. Administrative Penalties

Administrative penalties may range from de-certification to debarment.

J. Appeals Process

A respondent may initiate the appeals process after administrative penalties are imposed.

K. APPENDIX

1. Forms

- a. Certificate of Unavailability DBD 502
- b. Utilization Report DBD 503

APPENDIX A



Small Business Enterprise (SBE) Certificate of Unavailability

RFP/BID No. _____

(Name of Prime Contractor)

(Firm Name)

(Address)

(Telephone No.)

I contacted the _____ to obtain a bid for work items to be

***SBE Firm**

performed on Miami-Dade County project but, the SBE firm was unavailable to perform or submit a bid due to the following reasons:

- a. _____ SBE firm did not respond to the invitation.
- b. _____ SBE firm was not available to work.
- c. _____ SBE firm was not the lowest acceptable bidder.

Prime not meeting the goal must provide details of their efforts in soliciting to SBE firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

(Prime Contractor Signature)

(Date)

Title

*If multiple SBE firms are contacted, please make additional copies as deemed necessary.



SMALL BUSINESS ENTERPRISE PROGRAM (SBE) UTILIZATION REPORT

This report is required by Miami-Dade County. Failure to comply may result in MDC commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension or part thereof, termination or cancellation of the contract, and the denial to participate in any further contracts awarded by MDC.

Reporting period: _____ Project Name: _____ Project Goal: _____ %

From: _____ To: _____ Project Number: _____

Name:	Date of Award	Agreement Amount	Change Order Modification(s) Amount	Scheduled Completion Date	Percentage of Contract Completed
F EIN:					
Address:					

Amount of Requisitioned this Period \$ _____ Amount Requisitioned for SBE Subcontractors this Period: \$ _____

Total Amount Requisitioned/Paid to Date \$ _____ / _____ Total Amount Requisitioned/Paid to SBE Subcontractors to Date \$ _____ / _____

SMALL BUSINESS ENTERPRISE (SBE) CERTIFIED FIRMS						
Name of SBE Subcontractor	Agreement Amount	Description of Work	Amount Sub Requisitioned this period	Amount Paid to Sub to Date	Actual Starting Date	Scheduled Completion Date
			\$	\$		
			\$	\$		
			\$	\$		
			\$	\$		
			\$	\$		
			\$	\$		
TOTAL						

Prime Signature _____

Date _____

Print Name _____

Title _____

Telephone _____

DELDAD SECURITY SECTOR (1D) SUMMARY CONTRACT NUMBER (487A) Updated 03/16/2016

Bound on the north by Flagler Street, extending south to the north side of SW 72nd Street, east and west to the Miami-Dade County line

Office Address: 6073 NW 167th Street, Suite C-10 Miami, FL 33015	Project Manager: Jorge Murillo Phone: (305) 817-3298 Ofc. / (786) 624-0787 Cell E-Mail: jmurillo11@yahoo.com	2nd Project Manager: Emmanuel Joseph Phone: (305) 817-3298 Ofc (305) 842-6530 Cell E-Mail: ejoseph.delad@att.net
Phone: (305) 817-3298	Facsimile: (305) 817-3299	

CONTRACT BILL RATE	WITH 8% SERVICE CHARGE	CONTRACT WEEKLY HOURS	WEEKLY CONTRACT VALUE	BI-WEEKLY CONTRACT VALUE	YEARLY CONTRACT VALUE	OFFICERS & EQUIPMENT TOTALS	VENDOR PAY RATES	MARK-UP PERCENTAGE
L-1 Unarmed	\$21.90	269.5	\$5,902.05	\$11,804.10	\$306,906.60	5	\$14.01	36.03%
L-2 Unarmed	\$23.62	0	\$0.00	\$0.00	\$0.00	0	\$14.16	40.05%
L-2 Armed	\$23.62	81	\$1,913.22	\$3,826.44	\$99,487.44	2	\$14.16	40.05%
L-3 Unarmed	\$27.34	0	\$0.00	\$0.00	\$0.00	0	\$14.67	46.34%
L-3 Armed	\$27.34	38.75	\$1,059.43	\$2,118.85	\$55,090.10	1	\$14.67	46.34%
SS Security L-1	\$26.07	0	\$0.00	\$0.00	\$0.00	0	\$15.21	41.66%
SS Security L-2	\$32.81	0	\$0.00	\$0.00	\$0.00	0	\$15.21	53.64%
SS Security L-3	\$35.87	0	\$0.00	\$0.00	\$0.00	0	\$15.21	57.60%
Screener	\$0.00	0	\$0.00	\$0.00	\$0.00	0	\$0.00	#DIV/0!
SS Screener	\$0.00	0	\$0.00	\$0.00	\$0.00	0	\$0.00	#DIV/0!
TOTALS:		389.25	\$8,874.70	\$17,749.39	\$461,484.14	8		

CONTRACT BILL RATE	WITH 8% SERVICE CHARGE	CONTRACT WEEKLY HOURS	WEEKLY CONTRACT VALUE	BI-WEEKLY CONTRACT VALUE	YEARLY CONTRACT VALUE	OFFICERS & EQUIPMENT TOTALS	VENDOR PAY RATES	MARK-UP PERCENTAGE
Vehicle	\$2.92	0	\$0.00	\$0.00	\$0.00	0	\$0.00	
Golf Cart	\$1.35	0	\$0.00	\$0.00	\$0.00	0	\$0.00	
Bicycle	\$0.00	0	\$0.00	\$0.00	\$0.00	0	\$0.00	
Radios 7	\$0.00	0	\$0.00	\$0.00	\$0.00	0	\$0.00	
MISC.	\$0.00	0	\$0.00	\$0.00	\$0.00	0	\$0.00	
TOTALS:		0	\$0.00	\$0.00	\$0.00	0		

Vehicle	\$2.92	0	\$0.00	\$0.00	\$0.00	0	\$0.00	
Golf Cart	\$1.35	0	\$0.00	\$0.00	\$0.00	0	\$0.00	
Bicycle	\$0.00	0	\$0.00	\$0.00	\$0.00	0	\$0.00	
Radios 7	\$0.00	0	\$0.00	\$0.00	\$0.00	0	\$0.00	
MISC.	\$0.00	0	\$0.00	\$0.00	\$0.00	0	\$0.00	
TOTALS:		0	\$0.00	\$0.00	\$0.00	0		

Vendor Project Manager (x 2)		80	\$1,793.84	\$3,587.68	\$93,280.00			
CF Supervisor	\$0.00	0	\$0.00	\$0.00	\$0.00			
TOTALS:		80	\$1,793.84	\$3,587.68	\$93,280.00			

Supervision Dispersement		469.25	\$10,668.54	\$21,337.07	\$554,764.14			
TOTAL CONTRACT:			\$853.48	\$1,706.97	\$44,381.13			
WITH 8% SERVICE CHARGE:			\$11,522.02	\$23,044.04	\$599,145.27			
COMBINED TOTALS:								

ISD Supervisor: Anita Shade-Griffith	
Phone: (305) 375-2624	
Number of Posts:	10
Updated:	3/16/2016

Annual Rate for Each PM \$46,640.00 \$46,640.00