

ISSUING DEPARTMENT INPUT DOCUMENT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☒ New ☐ OTR ☐ Sole Source ☐ Bid Waiver ☐ Emergency Previous Contract/Project No. RFP716 & RFP717

Contract

☒ Re-Bid ☐ Other – Access of Other Entity Contract LIVING WAGE APPLIES: ☒ YES ☐ NO

Requisition No./Project No.: RFP-01261 TERM OF CONTRACT YEAR(S) WITH YEAR(S) OTR

Requisition /Project Title: SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS

Description: Miami-Dade County, hereinafter referred to as the "County," as represented by the Miami-Dade County Parks, Recreation, and Open Spaces Department, is soliciting proposals for Tier 1, Levels 2 and 3 Security Guard Services.

Issuing Department: Procurement Contact Person: Fred Taylor Phone: 375-1078

Estimate Cost: \$49,300,000 GENERAL FEDERAL OTHER

Funding Source: General

ANALYSIS

<u>Commodity Codes:</u>	<u>990-46</u>	<u> </u>	<u> </u>	<u> </u>
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:	<u>Various</u>	<u>Various</u>	<u>Various</u>	
Small Business Enterprise:	<u> </u>	<u> </u>	<u> </u>	
Contract Value:	<u> </u>	<u> </u>	<u> </u>	
Comments:	<u> </u>			
Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO				
<u>RECOMMENDATIONS</u>				
	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Basis of Recommendation: <u> </u>				
Signed: <u> </u>		Date sent to SBD: <u>04/18/19</u>		
		Date returned to SPD: <u> </u>		

This document is a draft of a planned solicitation and is subject to change without notice.



REQUEST FOR PROPOSALS (RFP) No. 0126100000
FOR
SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS
SPECIAL TAXING DISTRICTS

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2019 at ____:00 AM (local time)
111 NW 1st Street, ____ Floor, Conf. Rm. __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Strategic Procurement Division

for
Miami-Dade County Parks, Recreation, and Open Spaces Department
for
Parks, Recreation, and Open Spaces Department

MIAMI-COUNTY CONTACT FOR THIS SOLICITATION:

Fredrick Taylor, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-1078
E-mail: taylorf@miamidade.gov

PROPOSALS DUE:

INSERT DATE AND TIME

IT IS THE POLICY OF MIAMI-DADE COUNTY (COUNTY) THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION.
(SEE IMPLEMENTING ORDER 7-7)

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. 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).

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 County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (see

addendum section of BidSync Site). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

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1.1 INTRODUCTION

Miami-Dade County, hereinafter referred to as the "County," as represented by the Miami-Dade County Parks, Recreation, and Open Spaces Department, is soliciting proposals for Tier 1, Levels 2 and 3 Security Guard Services, ~~Tier 1 Level 2 and Tier 1 Level 3~~. The Selected Proposer(s) shall ensure the highest level ~~of~~ security at each Special Taxing District (STD) where services are provided. The purpose of the requested services is to provide a visible safe and passive security program at various STD locations throughout the County.

The County anticipates awarding ~~multiple~~ contracts by STD locations. The award of one STD location will not preclude the Proposer from being awarded another STD ~~l~~ocation.

The County anticipates awarding a contract for a (4) four year term, with (1) one, (4) four year option to renew, at the County's sole discretion.

Proposer may submit proposals for any or all of the STD locations. A separate proposal (technical and price) shall be submitted for each STD location. Proposer shall submit only one proposal to apply for as many of the STD locations as Proposer is interested in providing the security guard services.

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The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:	TBD
Pre-Proposal Conference:	See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidade.gov at least five days in advance.
Deadline for Receipt of Questions:	TBD
Proposal Due Date:	See front cover for date and time.
Evaluation Process:	TBD
Projected Award Date:	TBD

1.2 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:

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, ~~also~~ also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
- ~~2-3.~~ The word "Level 2" to mean the minimum level of security guard.
- ~~3-4.~~ The word "Level 3" to mean the highest level of security guard.
- ~~4-5.~~ The word "Proposal" to mean the properly signed and completed written good faith commitment by the Proposer submission in response to this Solicitation by a Proposer for the Services, and as amended or modified through negotiations.
- ~~5-6.~~ The word "Proposer" to mean the person, firm, entity or organization, as stated on the Proposal Submittal Form, submitting a proposal to this Solicitation.
- ~~7.~~ The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
- ~~7-8.~~ The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
- ~~9.~~ The words "Special Taxing District" to mean a mechanism used by communities, wherein property owners elect to pay special assessments levied on their properties in order to receive public services and/or improvements, which could not otherwise conveniently or equitably be provided.

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10. The word "Subcontractor" 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 Services to the County, whether directly or indirectly, on behalf of the Contractor.

8-11. The word "Tier 1" to mean Special Taxing Districts within Miami-Dade County that have been determined to be a minimum risk and contain no screening components.

9-12. The words "Work", "Services", "Program", or "Project" 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.

1.3 **GENERAL PROPOSAL INFORMATION**

The County may, at its sole and absolute discretion, reject any and all or parts of any or all proposals; accept parts of any and all proposals; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the proposals received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any Proposer regarding Proposer's responsibility after the submission deadline as the County deems necessary.

The Proposer's proposal will be considered a good faith commitment by the Proposer to negotiate a contract with the County, in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposer proposal 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 Solicitation, prior to the proposal due date and time, or upon the expiration of 180 calendar days after the opening of proposals.

As further detailed in the Proposal Submittal Form, 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."

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 found non-responsible.

To request a copy of any code section, resolution and/or administrative/implementing order cited in this Solicitation, contact the Clerk of the Board at (305) 375-5126, Monday- Friday, 8:00 a.m. – 4:30 p.m.

1.4 **ASPIRATIONAL POLICY REGARDING DIVERSITY**

Pursuant to Resolution No. R-1106-15, Miami-Dade County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

1.5 **Cone of SilenceCONE OF SILENCE**

Pursuant to Section 2-11.1(t) of the Code of Miami-Dade County, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. 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 Mayor and the County Mayor's staff, County Commissioners or their respective staffs;

- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor'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 Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Services Section, the responsible Procurement 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 and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any County employee, 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 written correspondence concerning the particular RFP or RFQ 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 is 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.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.6 ~~Communication with Competitive Selection Committee Members~~ COMMUNICATION WITH COMPETITIVE SELECTION COMMITTEE MEMBERS

Proposers are hereby notified that direct communication, written or otherwise, to Competitive Selection Committee members or the Competitive Selection Committee as a whole are expressly prohibited. Any oral communications with Competitive Selection Committee members other than as provided in Section 2-11.1 of the Code of Miami-Dade County are prohibited.

1.7 ~~Public Entity Crimes~~ PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133 of the 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 of the Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.8 ~~Lobbyist Contingency Fees~~ 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 dependent 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 Mayor 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 foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.9 CollusionCOLLUSION

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.10 LIVING WAGE/SUPPLEMENTAL GENERAL AGREEMENT

Proposers are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) will apply to any contract(s) awarded pursuant to this Solicitation. By submitting a proposal, a Proposer is hereby agreeing to comply with the provisions of Section 2-8.9 of the Code of Miami-Dade County, and to acknowledge awareness of the penalties for non-compliance. The Selected Proposer(s) shall provide compensation equal to or exceeding the Living Wage benefits, as specified in Attachment 1, Supplemental General Information.

1.11 Contract MeasuresCONTRACT MEASURES

This Solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) pursuant to Sections 2-8.1.1.1.1 and 2.1.1.1.2 of the Code of Miami-Dade County as follows:

Set-aside:

Pending SBD

This Solicitation is set-aside for SBE's.

Subcontractor Goal:

_____% SBE subcontractor goal is applicable. The purpose of a subcontractor goal is to have portions of the work under the contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the contract value set out in this Solicitation. Subcontractor goals may be applied to a contract when estimates made prior to ____ Solicitation advertisement identify the quality; quantity and type of opportunities in the contract and SBEs are available to afford effective competition in providing a percentage of these identified services. Proposers shall submit a completed Schedule of Intent Affidavit (Form SBD 504) at the time of proposal identifying all SBEs to be utilized to meet the subcontractor goal. The Schedule of Intent Affidavit shall specify the scope of work and commodity code the SBE will perform. The Schedule of Intent Affidavit constitutes a written representation by the Proposer that to the best of the Proposer's knowledge the SBEs listed are available and have agreed to perform as specified, or that the Proposer will demonstrate unavailability. The Schedule of Intent Affidavit can be found at <http://www.miamidade.gov/business/library/forms/sbe-soi.pdf>.

The participating SBE firms (or joint ventures) must have a valid Miami-Dade County SBE certification by the proposal due date and time as well as meet all other requirements. Additional information regarding Miami-

Dade County's Small Business Enterprise Program, including new amendments to the Program, is available on the Small Business Development's website <http://www.miamidade.gov/smallbusiness/>

(If Selection Factor, use Section 4.4 and delete above Section 1.11)

Proposer must submit a bid bond with each Proposal in the amount of \$5,000. This security must accompany the each Proposal. Proposals without bid security will be considered non-responsive.

Bid security must be in the form of a certified check, cashier's check, an irrevocable letter of credit or surety bond payable to the Board of County Commissioners of Miami-Dade County, Florida. The bid security is conditioned upon the Selected Proposer(s) submitting the specified performance and payment bond. Failure or refusal of the Selected Proposer(s) to submit a satisfactory performance bond within the time stated will result in the forfeiture of the bid security as liquidated damages. Bid securities will be returned after the contract is executed, unless returned earlier, at the County's discretion.

A copy of the certified check, cashier's check, an irrevocable letter of credit or surety bond must be uploaded to with the proposal and mailed to:

Miami-Dade County
Internal Services Department | Strategic Procurement Division
111 NW 1st Street, 13th Floor, Miami, FL 33128

1.13 PERFORMANCE BOND

Selected Proposer(s) shall execute and deliver prior to the issuance of a Notice-to-Proceed a shall provide Bond in the amount of 10% of the total agreed upon annual contract amount (a separate bond will be required for each STD that the selected Proposer is awarded). Performance Bond shall be delivered to the County within fifteen (15) calendar days after the effective date of the resolution awarding this contract, if any. Performance Bond shall be prepared on the applicable bond form(s) provided herein as Attachment 2. It may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength. 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. No other forms shall be accepted. If the Selected Proposer(s) fails to deliver the Performance Bond within this specified time, including granted extensions, the County shall declare the Selected Proposer(s) in default of the contractual terms and conditions, and the Selected

Proposer(s) shall surrender its offer guaranty/Proposal bond, and the County shall not accept any Proposal from the Selected Proposer(s) for a twelve (12) month period following such default.

~~Selected Proposer(s) shall execute and deliver prior to the issuance of a Notice-to-Proceed, a Performance Bond in the amount of 10% of the total agreed contract price (a separate bond will be required for each of the awarded Special Taxing Districts) prepared on the applicable bond form(s) attached hereto as Attachment 2. No other form shall be accepted.~~

If the Selected Proposer(s) fails to deliver the initial Performance Bond within the specified time, including granted extensions, the County shall declare the Selected Proposer(s) in default of the contractual terms and conditions, and the Selected Proposer(s) shall surrender its proposal guarantee.

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2.0 SCOPE OF SERVICES

2.1 BACKGROUND

Miami-Dade County, hereinafter referred to as the "County," as represented by the Miami-Dade County Parks and Recreations Department, is soliciting proposals to provide professional security guard services. The purpose of the requested services is to provide visible safety and passive security program at various Special Taxing District (STD) locations in Miami-Dade County. The service requirements and boundaries for each location are further defined within the solicitation.

A Proposer may propose on one STD, multiple STDs, or all STDs

A single selected Proposer shall be provided at a given STD location. Refer to Section 3.1 Submittal Requirements. Services at any given STD location shall be provided by a single selected Proposer.

Note: The County may at any time make changes to the existing service. The changes may include, but not limited to, scheduling changes, increases or decreases in the hours or type and level of services.

2.2 SPECIAL TAXING DISTRICT LOCATIONS

All STD locations listed below require stationary security guard services, with the exception of Sabal Palm, which requires only roving patrol security guard services. All locations require twenty-four hours a day security guard service. The boundaries for each location are further defined in Exhibit A, Proposed District Boundaries.

Level 2 Security Officer

Following is a list of STD locations for the required Level 2 security guard services, including the number of guard houses, and the address of each location. All locations require twenty-four hours a day security guard service, with the exception of Sabal Palm. Sabal Palm requires a roving patrol 18 hours per day.

	District #	Special Taxing District Name	Number of Guardhouse	Address
1	G-195	Belle Meade	1	654 NE 76 Street, Miami
2	G-189	Belle Meade Island	1	7651 NE 9 th Avenue, Miami
3	G-199	Biscayne Beach	1	960 Stillwater Drive, Miami Beach
4	G-203	Coventry	1	1799 NE 198 Terrace, North Miami Beach
5	G-221	Enchanted Lake	2	2210 NE 192 nd Street, North Miami Beach 19831 NE 23 rd Avenue, North Miami Beach
6	G-241	Entrada	1	3690 Matheson Avenue, Miami
7	G-232	Four Way Lodge Estates	1	3498 Poinciana Avenue, Miami
8	G-223	Gables by the Sea	2	5765 SW 128 th Street, Coral Gables 5975 SW 134 th Street, Coral Gables
9	G-194	Highland Gardens	1	21050 Highland Lakes Blvd., Miami
10	G-220	Highland Lakes	2	20445 Highland Lakes Blvd., Miami 2560 NE 209 Terrace, Miami

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11	G-193	Keystone Point	3	1801 Keystone Blvd., North Miami 1801 Ixora Road, North Miami 12301 North Bayshore Drive, North Miami
12	G-237	Morningside	2	420 NW 50 th Terrace, Miami 5780 NE 5 th Avenue, Miami
13	G-205	North Bay Island	1	1 79 th Street Causeway, North Bay Village
14	G-191	North Dade Country Club/Andover	2	201 NW 207 th Street, Miami Gardens 200 NW 204 th Terrace, Miami Gardens
15	G-217	Oak Forest	2	19901 NE 21 st Avenue, Miami 2330 NE 201 st Street, Miami
16	G-231	Sabal Palm (Roving Patrol Only	0	NE 169 St & NE 14 Ave, Miami

Level 3 Security Officer

Following is a list of STD locations for the required Level 3 security guard services, including the number of guard houses, and the address of each location. All locations require twenty-four hours a day security guard service. The boundaries for each location are further defined in Exhibit A, Proposed District Boundaries.

	District #	Special Taxing District Name	Number of Guardhouse	Address
1	G-198	Allison Island	1	6315 Allison Road, Miami Beach
2	G-152	Star Island	1	2 Star Island Drive, Miami Beach

Note: The County may at any time make changes to existing service. The changes may include, but not limited to, scheduling changes, and decreases in the hours or type of services.

2.3 ASSIGNMENT OF STD LOCATIONS

In order to ensure that all STD locations are serviced, the County will negotiate the award of STD locations to recommended Proposer. The County reverses the right to request a written resolution from each of the STD's HOA (refer to Section 4.8, Negotiations).

2.4 MOVEMENT, ADDITION AND DELETION OF STD LOCATIONS

During the term of any contract, STD locations may be added or terminated at the discretion of the County. Notwithstanding the assignment of STD locations, the County reserves the right to assign additional STDs to a selected Proposer after award. Any assignment of additional STDs to a selected Proposer, after initial award, will be subject to negotiations. If the County and the recommended selected Proposer cannot negotiate a successful contract the County may terminate negotiations and begin negotiations with another recommended Proposer, until the STD is assigned. ~~During the term of any contract, additional STD locations may be added or terminated at the discretion of the County.~~

Upon project award, the selected Proposer's contract will be supplemented, identifying additional STDs and pricing information for providing the security guard services. Future STDs requesting the security guard services will be assigned a selected Proposer using the method outlined above, except for cause as approved by the County.

At the County's discretion, a selected Proposer may be terminated for performance issues, being in arrears in obligations to the County, and any other reason specified by County policies and procedures. Selected Proposers shall maintain the qualifications of the Proposer, and Proposer's personnel, at a standard consistent and equivalent to the qualification submissions submitted in response to this Solicitation.

~~Movement of a selected Proposer between STDs, by the County, may also occur after contract award, and at the beginning of the County's Fiscal year, October 1st. County reserves the right to establish an alternate, streamlined method of assigning STD's.~~

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Commented [OLS(7)]:

Commented [TF(8)]: Working with the department to minimize moves of STD's after award.

2-42.5 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 requirements or who fail to provide supporting documentation may be deemed non-responsive.

The minimum qualification requirement for this Solicitation is that the Proposer must:

Hold a valid class "B", Security Agency License, or class "BB" Security Agency Branch Office License, issued by the State of Florida, Division of Licensing. License must be valid at the time proposal is submitted. The Selected Proposer shall maintain this qualification during the term of the Contract, including extensions and renewals thereof.

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2-52.6 REQUIRMENTS AND SERVICES TO BE PROVIDED

Proposer(s) shall provide, in all instances as required by the County within the scope of this solicitation, adequate number of personnel to provide the services stipulated herein at the designated STD locations and hours, as may be amended by the County. ~~During the term of any contract, additional STD locations may be added or terminated at the discretion of the County.~~

In addition, the Selected Proposer shall provide all items necessary to provide the service including adequate uniforms, equipment and vehicles, as specified in Form B-1, Proposal Price Schedule herein.

A. CONDITIONS OF AWARD

Prior to a contract being executed, the County will review, inspect and determine, at its sole discretion, if the selected Proposer has met the requirements. These requirements are continuing conditions throughout the term of the Contract, including extensions and renewals thereof.

1. Centralized Dispatch Station~~ENTRALIZED DISPATCH STATION~~

The selected Proposer(s) station shall:

- a. Have a stationary base station/office (dispatch location) where the Central Dispatch Center is located. The County reserves the right to inspect the dispatch location at any time. -The dispatch location shall pProvide centralized dispatching service, manned by experienced personnel, twenty-four (24) hours a day, seven days a week, unless otherwise indicated herein. The dispatcher on duty shall be available for contact by "local" telephone call and 2-way radio from the guardhouse(s) at all times. 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.
- b. Have a complete roster of all security guards assigned to the STD and hours to be worked.
- c. Have a backup generator or other technology that allows for the continued operation of the Central Dispatch Center during power outages, inclement weather, man-made or natural disasters. 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.

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2. Insurance~~NSURANCE~~

Meet the Insurance requirements as specified in Article of the Contract~~Pending Risk~~

3. Performance Bond~~ERFORMANCE BOND~~

Meet the Performance Bond requirements as specified in Section

4. Permits, Licenses and Certificates

Provide all necessary permits, licenses and certificates for selected Proposer, selected Proposer's Site Supervisor, and selected Proposer's Security Personnel, that will be assigned to the contract. Selected Proposer(s) shall provide a Performance Bond in the amount of 10% of the total agreed upon yearly (52 week) total price for ISD. Performance Bond shall be delivered to the County within fifteen (15) calendar days after the effective date of the resolution awarding this contract, if any. Performance Bond shall be prepared on the applicable bond form(s) provided herein as Attachment 2. It may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength. 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. No other forms shall be accepted. If the Selected Proposer(s) fails to deliver the Performance Bond within this specified time, including granted extensions, the County shall declare the Selected Proposer(s) in default of the contractual terms and conditions, and the Selected

Proposer(s) shall surrender its offer guaranty/Proposal bond, and the County shall not accept any Proposal from the Selected Proposer(s) for a twelve (12) month period following such default.

Selected Proposer(s) shall execute and deliver prior to the issuance of a Notice to Proceed, a Performance Bond in the amount of 10% of the total agreed contract price (a separate bond will be required for each of the awarded Special Taxing Districts) prepared on the applicable bond form(s) attached hereto as Attachment 2. No other form shall be accepted.

If the Selected Proposer(s) fails to deliver the initial Performance Bond within the specified time, including granted extensions, the County shall declare the Selected Proposer(s) in default of the contractual terms and conditions, and the Selected Proposer(s) shall surrender its proposal guarantee.

2.5. Rights of Inspection

The County reserves the right to visit and inspect the Central Dispatch Center to be utilized to provide services, prior to award and during the term of the contract, to ensure space and equipment is adequate to provide the services required.

B.i. GENERAL REQUIREMENTS

The selected Proposer shall:

1. Furnish management, supervision, manpower, equipment, supplies, etc. necessary to provide security services at each STD location for which selected Proposer is awarded a contract.
The selected Proposer shall:
3. Provide continuous twenty-four hours a day, 365 days per year, unarmed security services for the purpose of providing visible safety and passive security program at each of the STD locations awarded.
- 2.
4. Provide security guard service at each STD locations' guardhouse, as specified herein. Each guardhouse shall be provided with a two-way radio (transmitter-receiver). The service will initially consist of at least one unarmed security guard operating at the guardhouse, located at the entrance to the community at the STD locations illustrated on the attached maps (Exhibit A).
- 3.
5. Issue to each security guard assigned to this project, an approved identification badge. The identification badge shall be worn while on duty at all times. The badge shall include a laminated employee photograph, employee number, physical description, employee title, and company name.
- 4.
6. Issue uniforms to each security guard, which are the same for each class of employees (security guard and security supervisors). The style and color must be distinguishable from the uniform of any police agency in the County. The cost of uniforms and other equipment, shall be the responsibility of the selected Proposer.

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5. ~~Post orders, at each security guardhouse. All security guards shall receive and pass post order testing conducted by the County, prior to duty assignment. All guards shall have access to the site post orders at all times while on duty.~~
6. ~~Provide, to each employee performing security guard services, sufficient training in basic security guard duties. Training shall take place prior to the security guard commencing the services required herein.~~
7. ~~Provide a security guard, designated as a full-time Site Supervisor, for each guardhouse, who shall inspect the location at least once per shift, seven days per week. Documentation of a sufficient number of personnel scheduled, so as to fulfill this requirement, shall be required.~~
8. ~~Provide the following documents, as specified below; for each security guard assigned to guard post, prior to the security guard start of work in the STD.~~

- a) Urinalysis reports (by outside agency within preceding 60 days)
- b) Medical examination reports (dated within preceding 60 days)
- c) Training certification
- d) Proof of minimum education requirements
- e) Licenses

6.0 Florida Dept. of Law Enforcement (FDLE) certification of no felony record (dated within the preceding 60 days)

- f) ~~Proof of citizenship or work permit or INS I-9 certification~~

2.8g) TIER 1R

~~The tier 1 STDs within Miami-Dade County that have been determined to be a minimum risk and contain no screening components. The tier shall have security guards level 1 and level 2 unarmed officers. Services to be provided is defined as follow:~~

Tier	Level of Complexity	Service Required
Tier 1	Tier 1 Special Taxing Districts within Miami-Dade County that have been determined to be a minimum risk and contain no Screening components.	<ul style="list-style-type: none"> • Security Guard Services • Unarmed Officer

2.18 LEVEL 2 SECURITY GUARD

~~This classification of a Security Guard is an unarmed position. Security Guard shall have at minimum a Class-D Security License and meet one of the following qualifications:~~

0. ~~Prior military experience with an honorable discharge (or a general discharge under honorable conditions)~~
0. ~~Prior Certified Correctional officer experience~~
0. ~~Prior Certified Police Officer experience~~
0. ~~Police or Correctional academy graduate~~
0. ~~Associates degree in Criminal Justice or related field of course study (or equivalent credit hours from an accredited institution), in addition to being a licensed Security Guard in the state of Florida, and~~

OR

0. ~~Miami-Dade Police Academy graduates and other local police academy graduates who have~~

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obtained their certification of completion and meet the State of Florida licensure requirements for security guards may be considered

2.7 SECURITY GUARD PROFESSIONAL, TECHNICAL LICENCES OR CERTIFICATES and PHYSICAL REQUIREMENTS SECURITY GUARD PERSONNEL REQUIREMENTS

reporting for duty at the assigned STD. All personnel performing said duties. Personnel shall meet the minimum requirements, or standards regarding background, education, experience, health, citizenship and security requirements as established in this Section to be eligible to perform security guard services requested herein, unless specifically and individually waived by the County's Project Manager or designee. PProposer(s) personnel shall keep active, and possess at all times while on duty, those professional, technical licenses or certificates as required by all Federal Regulations and Florida State Statutes. This includes a company issued photo I.D. card. The Proposer(s) shall provide in all instances, radio equipped uniformed security guards, to provide Security service at STD locations.

All level of security guards shall meet the following requirements:

All licenses and other personnel requirements shall be maintained throughout the term of a contract issued as a result of this Solicitation and any extensions or renewals thereof, as follows:

1. Have 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.
2. 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.

Bachelor's degree in Criminal Justice or a related field of course study (or equivalent credit hours from an accredited institution), in addition to three (3) years of experience as a licensed Security Officer in the state of Florida.

3. Be at least twenty-one (21) years of age.
4. Have and maintain a valid State of Florida Driver's license as well as responsible driving history as applicable. All Site Supervisors shall have a five (5) year driving history check completed demonstrating the candidate is free from habitual offenses, criminal charges, suspensions or behaviors which may indicate irresponsible behaviors prior to providing services to the County. Thereafter, an annual Driver's License check shall be conducted and submitted to the County Project Manager or designee upon request. County Project Manager or designee maintains the sole discretion to determine the demonstration of responsible behavior and may waive these requirements if determined to be in the best interest of the County.

4. Have a national criminal history background verification completed demonstrating a history of responsible behavior and that the candidate is free from previous or open criminal offenses prior to providing service to the County. Proposer's personnel providing services to the County shall not have currently or in the past:

- Any Felony, Sexual or Domestic Violence conviction.
- Discharged from the Military under any conditions other than Honorable.
- Any history of irresponsible behavior including but not limited to any criminal activity, poor

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driving record or a problem employment record as determined by the County Project Manager or designee

- 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.

An annual national background verifications shall be conducted and submitted to the County Project Manager or designee upon request. The County Project Manager or designee maintains the sole discretion to determine the demonstration of responsible behavior and may waive these requirements if determined to be in the best interest of the County.

5. Be able to communicate proficiently (both oral and written) in English. Security work often deals with life/safety issues; therefore, the selected Proposer(s) Site 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.

<u>License and Identification Cards</u>	<u>Security Officer</u>	<u>Security Supervisor</u>
<u>State of Florida "D" Security Officer License</u>	<u>Yes</u>	<u>Yes</u>
<u>State of Florida Driver's License</u>	<u>**Yes</u>	<u>**Yes</u>
<u>Selected Proposer(s) or County issued Photo ID Card</u>	<u>Yes</u>	<u>Yes</u>

- S
** Only required if assigned to vehicular patrol
(e.g. motor vehicles)

1. Proposer's personnel providing services to the County shall not have currently or in the past:
1. Any Felony, Sexual or Domestic Violence conviction.
1. Discharged from the Military under any conditions other than Honorable.
1. Any history of irresponsible behavior including but not limited to any criminal activity, poor driving record or a problem employment record as determined by the County Project Manager or designee
1. 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.

6. Proposer(s) personnel shall successfully complete a medical examination, to be conducted at the Selected Proposer(s) expense prior to duty assignment or as required for reasonable cause, determined by the County Project Manager or Designee. The results of the medical examination shall demonstrate the personnel's ability to perform the required services.

The tests shall include, at a minimum:

- Psychological Testing
- Vision
- Physical Examination
- Speech
- Testing for drug and illegal substance use.
- Routine Urinalysis

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- [Audio](#)
- [PPD Skin Testing](#)
- [Background Screening](#)
- [Pulmonary Function Test](#)

2.8 ~~LEVEL 3 SECURITY GUARD~~EDUCATIONAL BACKGROUND AND ~~EXPERIENCE~~WORK HISTORY

2.8.1 ~~LEVEL 2 SECURITY GUARD~~2

~~Security guard are unarmed and shall have at minimum a Class D Security License and meet one of the following qualifications:~~

- ~~1. Prior military experience with an honorable discharge (or a general discharge under honorable conditions)~~
- ~~2. Prior Certified Correctional officer experience~~
- ~~3. Prior Certified Police Officer experience~~
- ~~4. Police or Correctional academy graduate~~
- ~~5. Associates degree in Criminal Justice or related field of course study (or equivalent credit hours from an accredited institution), in addition to being a licensed Security Guard in the state of Florida, and~~

~~OR~~

- ~~6. Miami-Dade Police Academy graduates and other local police academy graduates who have obtained their certification of completion and meet the State of Florida licensure requirements for security guards may be considered~~

~~2.30~~

2.8.2 ~~LEVEL 3 SECURITY GUARD~~3

~~This is the highest classification of a ssSecurity gGuard and is an unarmed position. Security gGuard shall have at minimum a Class D Security License and meet one of the following qualifications:~~

- ~~1. Minimum of three (3) years of experience as a Certified Police Officer~~
- ~~2. Minimum of three (3) years of experience as an active duty Military~~
- ~~3. Minimum of three (3) years of experience as a Certified Correctional Officer~~
- ~~4. Four-year (bachelor's) degree from an accredited college or university, and or its equivalent in credit hours~~
- ~~5. Two-year (associate) degree from an accredited college or university, plus one year of security guard service~~
- ~~6. Bachelor's degree in Criminal Justice or a related field of course study (or equivalent credit hours from an accredited institution), in addition to three (3) years of experience as a licensed Security Officer in the state of Florida.~~

~~OR~~

- ~~7. Miami-Dade Police Academy graduates and other local police academy graduates who have obtained their certification of completion and meet the State of Florida licensure requirements for security guards may be considered for all levels of security guard services provided under this contract.~~

2.8.3 ~~SITE SUPERVISOR~~

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2.31 SITE SUPERVISOR

Selected Proposer(s) shall provide a Site Supervisor when required by the County. These positions, shall be the equivalent in qualifications of the highest classification of ~~officer security guard~~ being supervised. All 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 Project Manager or designee.

All Site Supervisors shall comply with the following requirements:

Be interviewed and approved by the County Project Manager and/or designee prior to performing any duties related to a contract issued as a result of this RFP

1. ~~Have 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.~~
2. ~~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-154, 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.~~
3. ~~Bachelor's degree in Criminal Justice or a related field of course study (or equivalent credit hours from an accredited institution), in addition to three (3) years of experience as a licensed Security Officer in the state of Florida.~~
2. ~~Have a High School Diploma, GED or Degree, which shall be from a United States accredited and verifiable institution (official transcripts will be required). All unverifiable diplomas shall be converted to a United States GED and/or Degree by an agency approved by the County Project Manager.~~
2. ~~Be at least twenty-one (21) years of age.~~
2. ~~Have and maintain a valid State of Florida Driver's license as well as responsible driving history as applicable. All Site Supervisors shall have a five (5) year driving history check completed demonstrating the candidate is free from habitual offenses, criminal charges, suspensions or behaviors which may indicate irresponsible behaviors prior to providing services to the County. Thereafter, an annual Driver's License check shall be conducted and submitted to the County Project Manager or designee upon request. County Project Manager or designee maintains the sole discretion to determine the demonstration of responsible behavior and may waive these requirements if determined to be in the best interest of the County.~~
2. ~~Have a national criminal history background verification completed demonstrating a history of responsible behavior and that the candidate is free from previous or open criminal offenses prior to providing service to the County. An annual national background verifications shall be conducted and submitted to the County Project Manager or designee upon request. The County Project Manager or designee maintains the sole discretion to determine the demonstration of responsible behavior and may waive these requirements if determined to be in the best interest of the County.~~

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- ~~2. Be able to communicate proficiently (both oral and written) in English. Security work often deals with life/safety issues; therefore, the selected Proposer(s) Site 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.~~

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2.482.9 SECURITY PERSONNEL TASKS ASECURITY GUARDS SPECIFIC TASKS AND RESPONSIBILITIES

The following tasks and responsibilities shall be performed by security personnel employed by the selected Proposer(s) to provide security guard services to the STDs.

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3.1. SECURITY GUARD

The Security Guard shall:

- a) Report to work on time and remain on assigned duties until relieved as required.
- b) Maintain good personal and uniform appearance and be courteous to the public at all times. Uniforms shall be clean and pressed and include name tags.
- c) Maintain order and use good judgment and discretion in handling unruly or trespassing public.
- d) Maintain daily logs and write daily reports, and incident reports. Incident reports shall be on a pre-approved County form.
- e) Maintain a professional atmosphere within areas of assignment.
- f) 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 security guard to ensure at the start of each shift that this policy is followed (e.g., security guards 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 security guards will be held responsible and liquidated damages will be assessed.
- g) Security Guards shall sign in and sign out when reporting for duty and when leaving at the end of the work shifts. A "Record of Time of Arrival and Departure" form or similar form provided by the selected Proposer, shall be used for this purpose. The security guard's Site Supervisor shall sign and note time of arrival and departure in a contrasting color. All document time entries shall consist of the actual event time, not a scheduled time. Security Guard shall notify dispatcher when using restroom facilities.

Note: The security guard personnel are not empowered to question, refuse entrance to the STD, or unnecessarily detain anyone who wishes to enter the STD.

4.2. SITE SUPERVISOR

The Site Supervisor shall:

- a) Be assigned to the STD location as one of the security guards at the site.
- b) Remain in instant communication with the selected Proposer's central dispatch location.
- c) Observe the condition and performance of the other guards, the condition of the guard house, the guard house environment and level of activity. Supervisory and responsibilities shall include on-site training and work direction, and may include the tasks and responsibilities listed for Security Guards.

2.10 TRAINING REQUIREMENTS

The selected Proposer shall provide mandatory, on-site orientation training to all security guards as specified in the post orders.

Site Orientation Training:

The training shall consist of, but not limited to:

1. General and specific orders of the STD location
2. Policy and specific procedures for responding to emergencies at the location
3. Procedures for access control and operation of the security system
4. Report writing
5. Safety and fire prevention
6. Police authority and jurisdiction
7. Identification
8. Other security matters, prior to duty assignment

Training shall be conducted by the selected Proposer's Site Supervisor, and shall take place prior to commencing the services required herein. Prior to completion of training, security guards shall not be in an active duty status and may not be placed on duty at any STD location to which the security guard is being assigned. The measure of success for the training will be the effectiveness with which the security guard is able to perform post duties. The County shall be the sole assessor of the effectiveness of the training.

The County will reimburse the Contractor for the training of security guards assigned to the STDs' at the contracted hourly rate, for up to four hours of work for each guard who is approved, and after the guard has completed 160 hours (one month) of work after said training.

2.11 REPORTING REQUIREMENTS

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

1. A brief statement of any unusual events shall be written in the post logbook, so the County Project Manager 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. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition. The selected Proposer shall maintain all logbooks. Upon expiration of the contract or earlier as required by County Project Manager or designee, the selected Proposer shall deliver all such logbooks to the County, at a place to be determined by the County Project Manager.
2. A copy of all reports and all major incidents shall be furnished to the County Project Manager or designee.
3. An incident report shall be completed whenever any unusual event and/or criminal events occur. Such events include, but are not limited: discharge of firearms, major criminal act or any safety hazards. Security guards shall consult the selected Proposer's Site Supervisor when in doubt about any reports. If there are any injuries, 911 should be called immediately. The central dispatch location shall be notified immediately after calling 911.
4. 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 central dispatch location immediately after the incident occurs.

2.502.12 WORK PRACTICES, STANDARDS AND DUTIES

The selected Proposer shall furnish at all times trained security guards to perform the services described herein. Each security guard shall adhere to standards of behavior that promote a favorable image.

1. Standards of Conduct

The selected Proposer shall maintain satisfactory standards of employee competency, conduct, appearance and integrity, and shall take such disciplinary action with respect to its employees as may be necessary.

2. Work Schedules

The criteria for establishing work schedules and the requirements for relief periods and for starting and stopping work are contained herein.

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a) Posting Work Schedules

The work schedules for supervisors and guards shall be prepared and posted in the work area for continuous five-week periods. Changes to schedules shall be posted in the work area with sufficient time to insure that employees affected by a change in duty hours are properly notified. Security guards are authorized to deviate from prescribed schedules only when unusual or emergency conditions exist. Such deviations and the reasons are to be recorded in the daily log.

b) Relief

The duties of the security guard require that the security guard not leave the post until properly relieved by duty personnel assigned to the following shift, if such shift is scheduled, or unless specifically authorized by the County. The selected Proposer shall provide breaks as required by Federal and Florida State law. Security guards, who are on a break, shall remain at their assigned post unless relieved by a properly trained relief. Any violations may result in removal of the security guard, and/or may result in liquidated damages (refer to Section 2.17).

c) Starting and Stopping Work

All security guards shall be in uniform and ready to begin work promptly at the start of their shift and shall remain on the job, and in full uniform, until the end of their full tour of duty or until relieved.

d) Limitations on Hours and Assignments

No security guard shall provide more than twelve hours of service, including all break periods, within a twenty four hour period, unless the work periods are separated by an eight hour non-duty period. This limitation may be waived by the County and in emergency situations that are beyond the control of the selected Proposer (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 Project Manager or designee.

4. Recording Presence

~~Security guards shall sign in and sign out when reporting for duty and when leaving at the end of the work shifts. A "Record of Time of Arrival and Departure" form or similar form provided by the selected Proposer, shall be used for this purpose. The security guard's Site Supervisor shall sign and note time of arrival and departure in a contrasting color. All document time entries shall consist of the actual event time, not a scheduled time. Security guards shall notify dispatcher when using restroom facilities.~~

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7.3. STD Post Orders

STD Post orders shall be prepared and published by the County and posted at each security guard location by the selected Proposer ~~(see Attachment 2)~~. Security guards shall receive and must pass post order testing conducted by the County prior to duty assignment. Security guards shall have access to the site post orders at all times while on duty. No deviations from the post orders shall be made, except for emergencies. All post orders (initial or revised) must be approved by the County. Changes to the post orders approved by the County shall not require modification to the contract. Post Orders may include, but are not limited to, the following:

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- a. STD location information (e.g., operating hours, chain of command);
- b. STD location rules and regulations;
- c. Operation of equipment;
- d. Vehicular traffic control;
- e. Access control procedures;
- f. Emergency response procedures;
- g. Security and fire control/alarm systems;
- h. Hazardous conditions, inspection/reporting;
- i. Response to emergencies, (e.g., fires, injury, or illness, etc.);
- j. Safeguarding persons and property; and
- k. Minimum number of hours for site orientation training.

9.4. Overtime

Overtime payment will be at a maximum rate of one and half times the regular hourly wages. Overtime hours shall be paid to the employee, by the selected Proposer, for all hours in the excess of 40 hours per week. As a matter of confirmation, overtime work only occurs after 40 hours of work, in a given week, by a given individual. Further, overtime work shall not be allowed during an employee's normal eight-hour workday.

The County will compensate the selected Proposer for overtime pay **only** when caused by special request of the County or by Force Majeure. Each occurrence will require an individual waiver provided by the County Project Manager or designee, prior to the commencement of the overtime work. Additionally, there are eight holidays, on which, if service is provided, the overtime rate applies. The eight holidays are New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

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10.5. Reports, Records and Desk Book

An "Officer's Desk Book" shall be maintained at the guardhouse and shall contain complete duty instructions for manning the post plus emergency procedure instructions (see Attachment 3). The selected Proposer's employees shall prepare required orders, instructions and reports, including reports of accidents, fires, unusual incidents and unlawful acts, and provide these reports to the County.

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11.6. Emergency Assistance

In the event of an emergency or unusual occurrence, the security guard shall summon appropriate assistance, as may be required, such as the local fire and/or police departments, and immediately notify dispatcher.

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12.7. Lost and Found

The security guard personnel shall receive and safely store lost and found articles pending return to owner or for other appropriate disposal, as determined by the County. Selected Proposer shall notify the County at the County's next inspection visit.

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13.8. Hazardous Conditions

The security guard personnel shall report daily, in accordance with procedures in the Officer's Desk Book, potentially hazardous conditions and items in need of repair.

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14.9. Removal from Duty

If the County Project Manager or designee receives disqualifying information on a security guard, from results of the suitability check, the County Project Manager will request that the selected Proposer immediately remove said security guard from duty. The selected Proposer must comply with all such requests.

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a) Suitability

A security guard may be disqualified for duty if any of the following are developed as facts pursuant to a suitability check: a) conviction of a felony, a violent crime or a serious misdemeanor, b) possession of a record of arrest for continuing offenses, or c) falsification of information submitted for suitability check.

b) Unfitness for Duty

The County may also request the selected Proposer to immediately remove any security guard from the guard post should it be determined that such individual(s) assigned to duty have been disqualified for either suitability or security reasons, or are found to be unfit for performing security guard duties. For clarification, a determination of unfitness may be made from, but not limited to, incidents involving the most immediate identifiable types of misconduct or delinquency as set forth below:

- Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, or refusing to render assistance or cooperate in upholding the integrity of the security program at the STD.
- Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- Disorderly conduct, use of abusive or offensive language intimidation by words or actions, or fighting. Also,

participation in disruptive activities which interfere with the normal and efficient guardhouse operation.

- Theft, vandalism, or any other criminal actions.
- Selling, consuming or being under the influence of intoxicants, drugs or substances which produce similar effects.
- Unethical or improper use of official authority or credentials.
- Unauthorized use of communications equipment or County property.
- Violation of security procedures or regulations.
- Recurring tardiness.
- Failure to have proper identification or registration on persons.
- Use of County telephones for purposes other than to report to supervisors or to report emergencies.

45.10. Replacement Employees

The selected Proposer shall provide the training outlined in Section 2.104 to each replacement security guard prior to the security guard start of work at any STD location. All security guards shall be approved by the County Project Manager or designee prior to assignment to STD.

46.11. Waivers

When an unusual, short-term unavailability of regularly assigned security guards exists, the County, in writing and prior to the security guard's commencement of duty, may waive training requirements. The selected Proposer shall limit the use of any untrained or unqualified guard to a period not-to-exceed a cumulative total of 40 hours.

47.12. Weapons

No guns, night sticks, stun guns, handcuffs or other weapons are permitted at the guard post.

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2.13COUNTY AND SELECTED PROPOSER SUPPLIED ITEMS

1. COUNTY SUPPLIED EQUIPMENT, MATERIALS AND SUPPLIES

The County will furnish, at no cost to the selected Proposer, the following materials and equipment, to be used only in connection with the services being provided to the County:

a) Guardhouse with a light, and related keys, including written operation procedures and instructions. Restroom and drinking water facilities are located at the guardhouse site.

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b) Telephone to be used for official business only under terms of any contract issued as a result of this Solicitation. Personal use of the telephone by security guards is strictly forbidden, except in case of emergency, and such use will be subject to imposition of applicable penalties or fines by the County.

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c) Forms: A sample of required forms and other documentation used in reporting procedures at specific locations will be provided or approved by the County, if site specific.

d) Desk Books which will contain complete duty instructions for manning the post (District Post Orders), plus any special emergency procedure instructions.

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Note: County issued property shall be used only for official County business in the performance of the services requested herein. All property furnished by the County, under any contract issued as a result of this Solicitation, shall remain the property of the County. Upon termination of said contract, the selected Proposer shall render an accounting of all such property. All equipment issued by the County to the selected Proposer will be issued on Receipt of Property or other similar issue documents. Any property furnished by the County to fulfill contracted requirements, which is lost or damaged resulting from improper use or negligence by the selected Proposer's employees, shall be subject to invoice deduction adjustments.

2. SELECTED PROPOSER SUPPLIED ITEMS

The selected Proposer shall furnish, install, operate, and maintain, etc. in acceptable condition the following:

- a) Communication Equipment: A two-way radio (transmitter-receiver), licensed for use by the FCC, is required for each guardhouse. This criteria and all other facets of the selected Proposer's radio communications system will be evaluated by County radio technicians or other person(s) designated by the County Project Manager or designee prior to the issuance of NTP. 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 NTP will not be issued.
- b) Special Equipment: One working flashlight (two "D" cell size or larger) shall be available at the guardhouse.
- c) Uniforms: Each security guard shall wear a complete, clean, well-fitting uniform as is initially approved by the County. Uniform shall include a shirt and cap. Uniforms, and the wearing of them, shall in general conform to standards and usage prescribed and in effect for security guards. All security guard personnel performing the services requested herein shall wear the same color and style of uniform. The selected Proposer shall supply a cold-weather jacket for each security guard required to perform duties while exposed to cold or wet weather conditions. All foul weather clothing shall be identical in style and color for each guard.

An appropriately lettered breast badge and cap ornament indicating the company by which the guard is employed shall be worn and prominently displayed as part of the uniform. Shoulder patches lettered to indicate the identity of the selected Proposer shall be worn on the left shoulder of the uniform. Items shall not be removed or substituted without permission of the County, nor shall any non-regulation items such as sweaters, scarves, etc., be added.

During warm weather months, the County may, at its discretion, permit work without a cap. Failure to obey uniform regulations will result in penalty deductions to the selected Proposer by the County, and possible removal of the employee from duty at STD locations.

2.51 PROFESSIONAL, TECHNICAL LICENCES OR CERTIFICATES and PHYSICAL REQUIREMENTS

All personnel employed by the Proposer(s) to perform duties on any contract issued as a result of this Solicitation shall be approved prior to performing said duties. Proposer(s) personnel shall keep active, and possess at all times while on duty, those professional, technical licenses or certificates as required by all Federal Regulations and Florida State Statutes. This includes a company issued photo I.D. card. The Proposer(s) shall provide in all instances, radio equipped uniformed Security Officers, to provide Security service at STD locations.

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

<u>License and Identification Cards</u>	<u>Security Officer</u>	<u>Security Supervisor</u>
<u>State of Florida "D" Security Officer License</u>	<u>Yes</u>	<u>Yes</u>
<u>State of Florida Driver's License</u>	<u>**Yes</u>	<u>**Yes</u>
<u>Selected Proposer(s) or County issued Photo ID Card</u>	<u>Yes</u>	<u>Yes</u>

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

~~2. Proposer's personnel providing services to the County shall not have currently or in the past:~~

- ~~• Any Felony, Sexual or Domestic Violence conviction.~~
- ~~• Discharged from the Military under any conditions other than Honorable.~~
- ~~• Any history of irresponsible behavior including but not limited to any criminal activity, poor driving record or a problem employment record as determined by the County Project Manager or designee~~
- ~~• Any criminal activity listed in 49 US Code of Federal Regulations (CFR) section 1542.200, Disqualifying Criminal Offenses and 19 CFR 122.183, Denial of Access, for assignments involving Aviation Department properties.~~

~~2. Proposer(s) personnel shall successfully complete a medical examination, to be conducted at the Selected Proposer(s) expense prior to duty assignment or as required for reasonable cause, determined by the County Project Manager or Designee. The results of the medical examination shall demonstrate the personnel's ability to perform the required services.~~

~~The tests shall include, at a minimum:~~

- ~~• Psychological Testing~~
- ~~• Vision~~
- ~~• Physical Examination~~
- ~~• Speech~~
- ~~• Testing for drug and illegal substance use.~~
- ~~• Routine Urinalysis~~
- ~~• Audio~~
- ~~• PPD Skin Testing~~
- ~~• Background Screening~~
- ~~• Pulmonary Function Test~~

2.84 TRAINING REQUIREMENTS

~~The selected Proposer shall provide mandatory, on-site orientation training to all security guards as specified in the post orders.~~

Site Orientation Training:

~~The training shall consist of, but not limited to:~~

- ~~0. General and specific orders of the STD location~~
- ~~0. Policy and specific procedures for responding to emergencies at the location~~
- ~~0. Procedures for access control and operation of the security system~~
- ~~0. Report writing~~
- ~~0. Safety and fire prevention~~
- ~~0. Police authority and jurisdiction~~
- ~~0. Identification~~
- ~~0. Other security matters, prior to duty assignment~~

~~Training shall be conducted by the selected Proposer's Site Supervisor, and shall take place prior to commencing the services required herein. Prior to completion of training, security guards shall not be in an active duty status and may not be placed on duty at any STD location to which the security guard is being assigned. The measure of success for the training will be the effectiveness with which the security guard is able to perform post duties. The County shall be the sole assessor of the effectiveness of the training.~~

~~The selected Proposer(s) shall pay its personnel a minimum of the current living wage, as established by living wage ordinance, during all trainings. The Selected Proposer(s) shall provide all required training at no direct cost to the County.~~

The County will reimburse the Contractor for the training of security guards assigned to the STDs' at the contracted hourly rate, for up to four hours of work for each guard who is approved, and after the guard has completed 160 hours (one month) of work after said training.

REPORTING REQUIREMENTS

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

1. A brief statement of any unusual events shall be written in the post logbook, so the County Project Manager 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. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition. The selected Proposer shall maintain all logbooks. Upon expiration of the contract or earlier as required by County Project Manager or designee, the selected Proposer shall deliver all such logbooks to the County, at a place to be determined by the County Project Manager.
1. A copy of all reports and all major incidents shall be furnished to the County Project Manager or designee.
1. An incident report shall be completed whenever any unusual event and/or criminal events occur. Such events include, but are not limited: discharge of firearms, major criminal act or any safety hazards. Security guards shall consult the selected Proposer's Site Supervisor when in doubt about any reports. If there are any injuries, 911 should be called immediately. The central dispatch location shall be notified immediately after calling 911.
1. 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 central dispatch location immediately after the incident occurs.

2.52 SPECIAL TAXING DISTRICT LOCATIONS

Tier 1- Level 2 Security Officer

	District #	Special Taxing District Name	Number of Guardhouse	Address
1	G-195	Belle Meade	1	654 NE 76 Street, Miami
2	G-189	Belle Meade Island	1	7651 NE 9 th Avenue, Miami
3	G-199	Biscayne Beach	1	960 Stillwater Drive, Miami Beach
4	G-203	Coventry	1	1799 NE 198 Terrace, North Miami Beach
5	G-221	Enchanted Lake	2	2210 NE 192 nd Street, North Miami Beach 19831 NE 23 rd Avenue, North Miami Beach
6	G-241	Entrada	1	3690 Matheson Avenue, Miami
7	G-232	Four-Way Lodge Estates	1	3498 Poinciana Avenue, Miami
8	G-223	Gables by the Sea	2	5765 SW 128 th Street, Coral Gables 5975 SW 134 th Street, Coral Gables
9	G-194	Highland Gardens	1	21050 Highland Lakes Blvd., Miami

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10	G-220	Highland Lakes	2	20445 Highland Lakes Blvd., Miami 2560 NE 209 Terrace, Miami
11	G-193	Keystone Point	3	1801 Keystone Blvd., North Miami 1801 Ixora Road, North Miami 12301 North Bayshore Drive, North Miami
12	G-237	Morningside	2	420 NW 50 th Terrace, Miami 5780 NE 5 th Avenue, Miami
13	G-205	North Bay Island	1	1 79 th Street Causeway, North Bay Village
14	G-191	North Dade Country Club/Andover	2	201 NW 207 th Street, Miami Gardens 200 NW 204 th Terrace, Miami Gardens
15	G-217	Oak Forest	2	19901 NE 21 st Avenue, Miami 2330 NE 201 st Street, Miami
16	G-231	Sabal Palm (Reving Patrol-Only)	0	NE 169 St & NE 14 Ave, Miami

Tier 1- Level 3 Security Officer

	District #	Special Taxing District Name	Number of Guardhouse	Address
1	G-198	Allison Island	1	6315 Allison Road, Miami Beach
2	G-152	Star Island	1	2 Star Island Drive, Miami Beach

Note: The County may at any time make changes to existing service. The changes may include, but not limited to, scheduling changes, and decreases in the hours or type of services.

ASSIGNMENT OF STD LOCATIONS

In order to ensure that all STD locations are serviced, the County will negotiate the award of STD locations to recommended Proposers, upon receipt of a written resolution from each of the STD's HOA (refer to Section 4.8, Negotiations).

Any assignment of additional STDs to a selected Proposer, after initial award, will be subject to negotiations. If the County and the recommended selected Proposer cannot negotiate a successful contract, the County may terminate negotiations and begin negotiations with other selected Proposers. Upon project award, the selected Proposer's contract will be supplemented, identifying additional STDs and pricing information.

2.53 MOVEMENT, ADDITION AND DELETION OF STD LOCATIONS

Movement, addition, and/or deletion of STDs may occur by the County, after contract award, to meet the goals of this Solicitation and the County's needs. Notwithstanding the above, the County may recommend adding or deleting a STD to a selected Proposer, and when in the sole determination of the County; it is in the County's best interests.

Any assignment of additional STDs to a selected Proposer, after initial award, will be subject to negotiations. If the County and the recommended selected Proposer cannot negotiate a successful contract, the County may terminate negotiations and begin negotiations with other selected Proposers. Upon project award, the selected Proposer's contract will be supplemented, identifying additional STDs and pricing information.

At the County's discretion, a selected Proposer may be terminated for performance issues, being in arrears in obligations to the County, and any other reason specified by County policies and procedures.

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~~Movement of an STD between a selected Proposer may occur at the beginning of the County's Fiscal year, October 1st. County reserves the right to establish an alternate, streamlined method of assigning STD's.~~

~~At the County's discretion, a selected Proposer may be terminated for performance issues, being in arrears in obligations to the County, and any other reason specified by County policies and procedures.~~

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2.56 COUNTY AND SELECTED PROPOSER SUPPLIED ITEMS

2. COUNTY SUPPLIED EQUIPMENT, MATERIALS AND SUPPLIES ITEMS

The County will furnish, at no cost to the selected Proposer, the following materials and equipment, to be used only in connection with the services being provided to the County:

- ~~b) Guardhouse with a light, and related keys, including written operation procedures and instructions. Restroom and drinking water facilities are located at the guardhouse site.~~
- ~~b) Telephone to be used for official business only under terms of any contract issued as a result of this Solicitation. Personal use of the telephone by security guards is strictly forbidden, except in case of emergency, and such use will be subject to imposition of applicable penalties or fines by the County.~~
- ~~b) Forms: A sample of required forms and other documentation used in reporting procedures at specific locations will be provided or approved by the County, if site specific.~~
- ~~b) Desk Books which will contain complete duty instructions for manning the post (District Post Orders), plus any special emergency procedure instructions.~~

~~Note: County issued property shall be used only for official County business in the performance of the services requested herein. All property furnished by the County, under any contract issued as a result of this Solicitation, shall remain the property of the County. Upon termination of said contract, the selected Proposer shall render an accounting of all such property. All equipment issued by the County to the selected Proposer will be issued on Receipt of Property or other similar issue documents. Any property furnished by the County to fulfill contracted requirements, which is lost or damaged resulting from improper use or negligence by the selected Proposer's employees, shall be subject to invoice deduction adjustments.~~

2. SELECTED PROPOSER SUPPLIED ITEMS

The selected Proposer shall furnish, install, operate, and maintain, etc. in acceptable condition the following:

- ~~b) Communication Equipment: A two-way radio (transmitter receiver), licensed for use by the FCC, is required for each guardhouse. This criteria and all other facets of the selected Proposer's radio communications system will be evaluated by County radio technicians or other person(s) designated by the County Project Manager or designee prior to the issuance of NTP. 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 NTP will not be issued.~~
- ~~b) Special Equipment: One working flashlight (two "D" cell size or larger) shall be available at the guardhouse.~~
- ~~b) Uniforms: Each security guard shall wear a complete, clean, well-fitting uniform as is initially approved by the County. Uniform shall include a shirt and cap. Uniforms, and the wearing of them, shall in general conform to standards and usage prescribed and in effect for security guards. All security guard personnel performing the services requested herein shall wear the same color and style of uniform. The selected Proposer shall supply a cold weather jacket for each security guard required to perform duties while exposed to cold or wet weather conditions. All foul weather clothing shall be identical in style and color for each guard.~~

~~An appropriately lettered breast badge and cap ornament indicating the company by which the guard is employed shall be worn and prominently displayed as part of the uniform. Shoulder patches lettered to indicate~~

~~the identity of the selected Proposer shall be worn on the left shoulder of the uniform. Items shall not be removed or substituted without permission of the County, nor shall any non-regulation items such as sweaters, scarves, etc., be added.~~

~~During warm weather months, the County may, at its discretion, permit work without a cap. Failure to obey uniform regulations will result in penalty deductions to the selected Proposer by the County, and possible removal of the employee from duty at STD locations.~~

2-852.14 LIQUIDATED DAMAGES

Selected Proposer(s) shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. County Project Manager or designee, in their sole discretion, will determine the damages arising from such failure. County Project Manager's or designee's assessment of all Liquidated Damages will be final. Any of these violations may result in the selected Proposer(s) personnel being removed from the post and/or Contract issued as a result of this Solicitation at the request of the County Project Manager 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 Project Manager or designee, in order to afford the selected Proposer(s) time to notify the County of extenuating circumstances.

Note: Deductions for liquidated damages will be applied separately for each documented violation. Deductions will be applied by the County against the selected Proposer's invoice.

A. Major Incidents

Any major incidents, as determined by the County Project Manager or designee, may result in a non-negotiable fine of up to \$100.00 per incident. Major incidents, may include but not limited to:

- Failure to provide security guard coverage.
- Security guard sleeping on duty.
- Security guard working under the influence of drugs or alcohol.
- Security guard participating in any collusion of criminal activity such as theft, vandalism, sale of drugs or alcohol.
- Falsifying logbook entries or status reports.
- Failure to provide a written report documenting an incident or accident.
- Failure to properly train any security guard employee.
- Disorderly conduct, use of abusive or offensive language, intimidation by words or action, or fighting.
- A security guard working over 13 consecutive hours at guard post.

B. Minor Incidents

Any minor incident, as determined by the County Project Manager or designee, may result in an up to \$50.00 fine per incident. Minor incidents may include but not limited to:

- Improper uniform or unsatisfactory appearance.
- Failure to make prescribed communication checks.
- Failure to provide specified inspections.
- Failure to post company-supplied nameplate.
- Failure to properly equip security officer.
- Security guard conducting personal affairs while on duty.

2-862.15 VIOLATIONS

The County Project Manager or designee may write violation reports. Any violations committed by the selected Proposer's personnel, will result in the suspension or removal from duty of said personnel at the discretion of the County Project Manager or designee. Violations that may result in the assessment of liquidated damages include, but are not limited to:

1. Personnel violations: These violations may include, but not limited to: tardiness, sleeping on duty, failure to follow post orders, abandoning post, failed to report for duty, inappropriate behavior, improper or badly soiled uniform, failure to make report, improper State licensure (e.g., not on person, expired), improper records, reports or logbook, unauthorized visitors on post, not signing in or out in logbook, personal phone use, or health deficiencies.
2. Administrative violations: These violations may include, but not limited to: improperly or insufficiently equipped, no radio or inoperative radio, inadequate writing skills, inadequate training, lack of contract supervision, excessive hours on duty (not approved in advance by County), violations of local, State, or Federal laws, Regulations, or Ordinances, criminal records check not complete or hired security guards with criminal records, difficulty in speaking or understanding English, and/or being understood by others, failure to have current post orders on site, invoicing discrepancies or Inaccuracies, or contract violations.
3. Special violations: These violations may include, but not limited to: reassignment of any personnel previously suspended or removed from duty by the County, failure to notify the County of an arrest of personnel, improper internal employee fines or wage practices, false statements or falsification of any documents required by the County.
4. Repeated Violations: Repeated violations of any type or a particularly serious violation at the same STD location may result in the removal of the selected Proposer from the STD by the County. The STD may be assigned to another selected Proposer. Similarly, new or existing STDs may be assigned to a different selected Proposer, in the best interest of the County, if there has been a demonstrated pattern of incompetence by the existing selected Proposer.

Note: A continuing pattern of frequent and/or egregious violations at multiple STD locations, or repeated actions by the County Project Manager or designee to remove the selected Proposer from STD locations, and may result in the termination of the Contract.

2.872.16 PROGRESS MEETINGS

Selected Proposer shall attend mandatory meetings, at the discretion of the County Project Manager 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 Project Manager or designee reserves the right to call meetings at any time during the contractual period by notifying selected Proposer(s). The selected Proposer(s) Supervisor or other appropriate person(s), as requested by the County, shall be present at all meetings scheduled by the County Project Manager or designee unless specifically waived by the County Project Manager or designee.

2.17 ~~BOND REQUIREMENTS-ACINLARY EQUIPMENT~~

~~2.88 Ancillary equipment shall not be installed and maintained by the Selected Proposer under as a result of this RFP.~~

1. Performance Bond

3.0 RESPONSE REQUIREMENTS

~~Proposer(s) shall surrender its offer guaranty/Proposal bond, and the County shall not accept any Proposal from the Selected Proposer(s) for a twelve (12) month period following such default.~~

~~Selected Proposer(s) shall execute and deliver prior to the issuance of a Notice to Proceed, a Performance Bond in the amount of 10% of the total agreed contract price (a separate bond will be required for each of the awarded Special Taxing Districts) prepared on the applicable bond form(s) attached hereto as Attachment 2. No other form shall be accepted.~~

~~If the Selected Proposer(s) fails to deliver the initial Performance Bond within the specified time, including granted extensions, the County shall declare the Selected Proposer(s) in default of the contractual terms and conditions, and the Selected Proposer(s) shall surrender its proposal guarantee.~~

3.0 RESPONSE REQUIREMENTS

3.1 ~~Submittal Requirements~~ SUBMITTAL REQUIREMENTS

In response to this Solicitation, Proposer should complete and return the entire Proposal Submission Package. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate proposals are not requested or desired.

Submit only one proposal to apply for as many of the STD locations that the Proposer is interested in providing security guard service. The proposal shall follow the proposal format requirements and shall clearly indicate which STD location(s) the Proposer is proposing on.

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4.0 EVALUATION PROCESS

4.1 ~~Review of Proposals for Responsiveness~~ REVIEW OF PROPOSALS FOR RESPONSIVENESS

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

4.2 ~~EVALUATION CRITERIA~~ valuation Criteria

Proposals will be evaluated by a Competitive Selection Committee which will evaluate and rank proposals on criteria listed below. The Competitive Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Competitive Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of four hundred (400) points per Competitive Selection Committee member.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's relevant experience, qualifications, and past performance providing security guard services.	100
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	75
3. Proposer's approach to providing the security guard services	75 400
4. <u>Training and Personnel Development</u>	25 P
4.5. <u>Proposer's Financial Capability</u>	25
5. <u>Training</u>	25
<u>Price Criteria</u>	<u>Points</u>
6. Proposer's proposed price	100

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4.3 Oral Presentations ORAL PRESENTATIONS

Upon evaluation of the technical criteria indicated above, rating and ranking, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Competitive Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor SELECTION FACTOR

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development 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 Small Business Development at (305) 375-2378 or <http://www.miamidade.gov/smallbusiness/>

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. Firms that graduate from the SBE Program during the contract term may remain on the contract.

OR

A Selection Factor is not applicable to this Solicitation.

OR

(If no points are assigned to evaluation criteria, include the following in addition to above paragraph):

Whenever there are two best ranked proposals that are substantially equal and only one of the two so ranked proposals is submitted by a Proposer entitled to a selection factor, the selection factor shall be the deciding factor for award.

4.5 Local Certified Veteran Business Enterprise ~~LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE PREFERENCE~~

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a proposal in response to this solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the Proposal Submittal Form.

4.6 PRICE EVALUATION

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation 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.

4.7 LOCAL PREFERENCE

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code of Miami-Dade County, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Competitive 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 Competitive Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.8 NEGOTIATIONS

The Competitive Selection Committee will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

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Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may 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.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code of Miami-Dade County. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to 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 is or has been involved within the last three years.

4.9 Contract AwardCONTRACT AWARD

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. 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. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of ProtestRIGHTS 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 Code of Miami-Dade County, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

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The County's anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Strategic Procurement Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) Inspector General Reviews

In accordance with Section 2-1076 of the Code of Miami-Dade County, the Office of the Inspector General may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

d) User Access Program

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, any agreement issued as a result of this Solicitation 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 Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

Draft Form of Agreement

Proposal Submission Package:

Proposer Information

Web Forms – Proposal Submittal Form, Fair Subcontract Practices Affidavit, Subcontractor Listing, Lobbyist Registration Form, and Contractor Due Diligence Affidavit

Form B-1 – Price Proposal Schedule

Exhibit A: Special Taxing District Boundaries

[Bid Bond](#)