

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Re-Bid
 Other

Previous Contract/Project No. RFP487A/RFP487B and 8773-2/15

LIVING WAGE APPLIES: YES NO

Requisition/Project No: RFP826

TERM OF CONTRACT: 4 years with one 4 year option-to-renew

Requisition/Project Title: County-Wide Security Guard Services

Description: ISD/GSA is requesting proposals from qualified security guard firms, to provide security guard and/or electronic screening services at various County locations.

User Department(s): ISD/GSA

Issuing Department: ISD/PM

Contact Person: Lydia Osborne

Phone: 305-375-1291

Estimated Cost: \$146,000,000

Funding Source: Internal Charge-back to ISD/GSA

REVENUE GENERATING:

ANALYSIS

Commodity/Service No: <u>964-80, 990-46</u>		SIC: _____	
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
	EXISTING	2ND YEAR	3RD YEAR
Contractor: <u>RFP487A, Feick Security Corporation, Mc Roberts Protective Agency Inc, Allied Barton Security Services LLC, 50 State Security Services Inc., Delad Security Inc. RFP487B, Security Alliance of FLA LLC and Allied Barton Security Services LLC</u>	<u>RFP487A-1 and RFP487B-1</u>	<u>RFP487A and RFP487B</u>	<u>RFP487A and RFP487B</u>
Small Business Enterprise:	<u>Tier 1, Set Aside, Tier 2, Goal and Tier 3, Selection Factor for RFP487A. RFP487b no measures.</u>	<u>Tier 1, Set Aside, Tier 2, Goal and Tier 3, Selection Factor for RFP487A. RFP487b no measures.</u>	<u>Tier 1, Set Aside, Tier 2, Goal and Tier 3, Selection Factor for RFP487A. RFP487b no measures.</u>
Contract Value:	<u>\$51,312,600, RFP487A-1 and \$29,730,933.33 RFP487B-1.</u>	<u>\$73,545,787, RFP487A and \$36,615,199, RFP487B</u>	<u>\$73,545,787, RFP487A and \$36,615,199, RFP487B</u>
Comments: <u>8773-2/15, Security Guard Services was a three year contract which expired 2/29/12 the estimated value was \$10,042,307 and was awarded to Weiser Security Services Inc. with a 8% SBE sub-contractor goal.</u>			
Continued on another page (s): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		

Basis of Recommendation:

Signed: Pearl P. Bethel for Lydia Osborne

Date Returned to DPM: _____

RECEIVED
DEPT. BUSINESS DEV.

2012 APR 6 PM 1:28

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

**REQUEST FOR PROPOSALS (RFP) No. 826
FOR
COUNTYWIDE SECURITY GUARD AND SCREENING SERVICES**

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2012 at __:00 AM (local time)
111 NW 1st Street, 13th Floor, Conf. Rm. __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Services
for
Facilities and Utilities Management Division and Water and Sewer Department

COUNTY CONTACT FOR THIS SOLICITATION:

Name and Title: Lydia Osborne, Procurement Contracting Officer
Address: 111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-1291
E-mail: lydiaos@miamidadegov

PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:

_____, 2012 at 2:00 PM (local time)
at
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board 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 mail delivery 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).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. 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.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. 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. Proposers who obtain copies of this Solicitation from sources other than the County's Internal Services Department website at www.miamidade.gov/dpm or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

DRAFT

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Internal Services Department, Facilities and Utilities Management Division, hereinafter referred to as "ISD, and the Water and Sewer Department, hereinafter referred to as "WASD", (is soliciting proposals from qualified security guard firms, to provide security guard and/or electronic screening services at various County locations. The purpose of the requested services is to provide a visible safety and passive security program in a manner that ensures the highest level of security at each facility. The services to be provided are organized into three Tiers (type of service) and four Sectors (geographical boundaries). The service requirements and Sector boundaries are further defined in Section 2.0, Scope of Services.

Proposers may propose on any or all of the Sectors (see Form A-1). Being awarded one Sector will not preclude the Proposer from being awarded another Sector. The County anticipates awarding contracts by Sector, for a period of four years, with two, three-year options to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:

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) 375-1530 at least five days in advance.

Deadline for receipt of questions:

Proposal due date:

See front cover for date, time and place.

Evaluation process:

Projected award date:

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 words "Bid Bond" to mean a cash bond furnished by the Contractor or a Surety Bond furnished by the Contractor and the Contractor's Surety with the Proposal as a guaranty of the Contractor's good faith, ability and readiness to execute the contract and the Performance and Payment Bond.
2. The words "Building Manager" to mean the County employee responsible for the supervision of a particular building(s) or area(s) in Miami-Dade County.
3. The words " Central Dispatch Center" to mean a base station/office where personnel employed by the Proposer have the capacity to monitor telephone calls, radios, faxes and employees.
4. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
5. The words "Contractor Personnel" to mean all personnel employed by the Contractor and approved by the County, for a Contract issued as a result of this RFP, including but not limited to the Project Manager, Dispatchers, Site Supervisors and Security/Screening Officers.
6. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
7. The words "County Contract Administrator" (CCA) to mean a person designated to coordinate and monitor the efforts of the Contractor. This person is the Chief of Security, General Services Administration (GSA).
8. The words "County Security Supervisors" to mean Staff designated by the County Contract Administrator to monitor all aspects of the Contractor's operation as it pertains to the performance and delivery of services required by the County under a Contract issued as a result of this Solicitation.
9. The word "Dispatcher" to mean personnel employed by the Contractor to staff its Central Dispatch Center.
10. The words "Emergency" to mean a temporary unforeseen occurrence or combination of circumstances which endangers life or property and calls for immediate action or remedy.
11. The words "Facility Contact" to mean person assuming the same role in a building or area that does not have a designated Building Manager or who has been delegated such duties by the Building Manager.

12. The words "ISD Security Management" to mean County's personnel responsible for overseeing a contract issued as a result of this Solicitation. This includes County Contract Administrator, County Security Supervisor or designees.
13. The words "Liquidated Damages" to mean a financial assessment levied by the County Contract Administrator or designees, for failures by the Contractor or its employees to meet contract requirements or standards, there by resulting in the contractors failure to deliver the services required or any derivative/supplemental documents (e.g. Post Orders), creating direct, indirect or potential losses to the County.
14. The words "Notice to Proceed" or "NTP" to mean the letter from the County to a Contractor stating the date the Contractor can begin work, subject to the terms and conditions of the contract. The performance of the contract starts with the NTP.
15. The words "Project Manager" or "Point of Contact" to mean person designated by Contractor and approved by Miami-Dade County to administer a Security/Screening Contract resulting from this RFP and oversee Contractor operations after the award.
16. The words "Performance and Payment Bond" to mean a cash bond furnished by the Contractor, or a Surety Bond, furnished by the Contractor and the Contractor's Surety, as a guaranty of good faith that the Contractor will execute the work in accordance with the terms of the contract.
17. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
18. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
19. The word "Sector" to mean a term to describe a Tier 1 or Tier 2 or Tier 3 geographical area.
20. The words "Security Operations Center" (SOC) to mean the County facility, designated by the County Contract Administrator, that will function as the primary point of radio and/or telephone contact between contract personnel and the County Contract Administrator or designees on a 24-hour a day, yearly basis.
21. The words "Security/Screening Officer" to mean personnel designated by the Contractor and approved by Miami-Dade County to perform specific duties as defined in a contract resulting from this RFP.
22. The words "Security/Screening Officer Infraction Report" to mean a written report prepared by the County Contract Administrator or designee to identify specific failures and to assess Liquidated Damages to the Contractor for failure to meet Contract standards.
23. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
24. 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.
25. The words "Surety" to mean the corporate bond company or individual which is bound by contract bond with and for the Contractor, who is primarily liable, and which engages to be responsible for the acceptable performance of the work of which contract has been made and for the payment of all debts pertaining hereto.
26. The word "Tier" to mean a term used to describe type of service required as follows: Tier 1: Security Guard Services only, Tier 2: Electronic Screening Services alone, or a combination of Security and Screening Services; and Tier 3: Electronic Screening Services alone, or a combination of Screening and Security Guard Services or any other specialized services.
27. 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 responses; accept parts of any and all responses; 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 responses received as a result of this process. A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. 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 respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

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

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time 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 Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

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

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any 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 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.

1.5 Public Entity Crimes

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

1.6 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 Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.7 Collusion

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 or the principals 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 interest in another Proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same services shall also be presumed to be collusive. 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.

1.8 Contract Measures

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

Sectors 1 and 2

Subcontractor Goal:

25% SBE subcontractor goal is applicable. The purpose of a subcontractor goal is to have portions of the work under the prime contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the prime 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.

Refer to **Appendix A**, Miami-Dade County Small Business Enterprise Participation Provisions for definitions, explanations and instructions. The participating SBE firms (or joint ventures) must have a valid Miami-Dade County SBE certification by the proposal submittal deadline of this Solicitation, as well as, meet all other requirements as stipulated in **Appendix A**. 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://new.miamidade.gov/business/business-development.asp>.

1.9 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 Contractor shall provide compensation equal to or exceeding the Living Wage benefits, as specified in Attachment 1, Supplemental General Information.

1.10 BID SECURITY AND PERFORMANCE AND PAYMENT BOND

A. Bid Security

The Proposer must submit a bid security **with its Proposal** in the amount of \$10,000.00 per Sector. This security must accompany the 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 submitting the specified performance and payment bond within fourteen business days following notice of award. Failure or refusal of the selected Proposer to submit a satisfactory performance and payment 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.

B. Performance and Payment Bond

The selected Proposer shall execute and deliver prior to the issuance of a Notice-to-Proceed, a Performance and Payment Bond in the amount of 10% of the total agreed upon annual price (separate bond for each Sector awarded) prepared on the applicable bond form(s) attached hereto as Attachments 2 & 3. No other form shall be accepted. See Attachments 2 & 3, and Section 5.0, Article 11 for further details.

The selected Proposer shall comply with the performance bond requirements every year during the term of a Contract including any extensions or renewals thereof. The County will issue a notice to the selected Proposer every year and the selected Proposer shall deliver the performance bond to the County within 14 calendar days of the notice issuance date. 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.

If the selected Proposer fails to deliver the initial Performance Bond within the specified time, including granted extensions, the County shall declare the selected Proposer in default of the contractual terms and conditions, and the selected Proposer shall surrender its bid security.

2.0 SCOPE OF SERVICES

2.1 INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Internal Services Department (ISD) is soliciting proposals from qualified firms for security guard and/or electronic screening services in a manner that ensures the highest level of security at each facility where services are provided.

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

The types of services required under this solicitation are:

- Armed
- Unarmed Security
- Electronic Screening

Each of these services requires special technical and managerial proficiencies; therefore, specific prior experience requirements must be met to adequately provide such services. The selected Proposer 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. The Proposer, and Proposer's personnel requirements are further detailed herein.

Services at a given facility shall be provided by a single Contractor. The services are organized into three Tiers (1, 2 and 3), and four Sectors (1A, 2A, 3A, and 3B). Tiers 1, 2 and 3 facilities encompass the entire area of the County and may overlap one another. Therefore, a Tier 1, Tier 2 or Tier 3 facility may lie in close proximity to one another. For example, a Tier 1 facility may be located in close proximity to a Tier 2 or Tier 3 facility.

- Tier 1 facilities are those Miami-Dade County Sectors/facilities that have been classified at a minimum threat risk analysis and contain **no** Screening components.
- Tier 2 facilities are those Miami-Dade County Sectors/facilities that have been classified at an intermediate threat risk analysis and **may** contain Screening components.
- Tier 3 facilities are those Miami-Dade County Sectors/facilities that have been classified a high threat risk analysis and **may** contain Screening components. Tier 3 consists of Sector 3A, Miami International Airport (MIA), and Sector 3B, All Water and Sewer Department locations. The selected Proposer at MIA facilities shall follow the unique federal security requirements and shall additionally be accountable to federal regulations (refer to Section 2.19).

A breakdown of the types services required for each Tier is as follows:

Tier	Sector	Description of Services Required	Measures
Tier 1	Sector 1A	Security Guard Services only	25% Subcontractor Goal
Tier 2	Sector 2A	Electronic Screening Services alone, or a combination of Screening and Security Guard services or any other specialized services	25% Subcontractor Goal
Tier 3	Sector 3A (MIA) Sector 3B (WASD)	Electronic Screening services alone, or a combination of Screening and Security Guard Services or any other specialized services	Selection Factor

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

Notwithstanding the award of the Sectors, the County reserves the right to add/remove a Sector; add/remove a facility(s) from a Sector; and/or change a Tier in a Sector during the term of the Contract, and any extensions or renewal thereof. The County also reserves the right to solicit for new/additional Sectors that may be established by the County in the future. The County, at its sole discretion, may award a new Sector to an awarded Proposer, in the best interest of the County. Any assignment of additional Sector(s), after initial award, will be subject to negotiations. Upon project award, the selected Proposer's contract will be supplemented, identifying the additional Sector(s) and pricing information for providing the services. The County reserves the right to establish an alternate, streamlined method for assigning Sectors. At the County's discretion, a selected Proposer may be terminated for poor performance, being in arrears in obligations to the County, and any other reason specified by County policies and procedures.

2.2 LOCATIONS AND HOURS OF REQUIRED SERVICES

It is the intent of the County to award the above listed Sectors for the provision of security guard and/or screening services for selected facilities, as well as any additional facilities as may be required by the County during the term of a Contract, and any renewals and extensions thereof.

Following are approximate service hours per week for each Sector, including geographic boundaries, number and level of security personnel, and number and type of vehicles. Refer to Exhibit A for map of Sectors.

	Tier 1 Sector 1A	Tier 2 Sector 2A	Tier 3 Sector 3A	Tier 3 Sector 3B
Number of Facilities in Sectors	85	16	1	28
Level 1 Officers	3,708 hours (93 officers)	1635 hours (41 officers)	420 hours (11 officers)	431 hours (11 officers)
Level 2 Officers (unarmed)	0 hours	0 hours	1,586 hours (40 officers)	0 hours
Level 2 Officers (armed)	1,376 hours (34 officers)	792 hours (20 officers)	0 hours	5,596.5 hours (140 officers)
Level 3 Officers (unarmed)	47.5 hours (1 officer)	0 hours	336 hours (8 officers)	0 hours
Level 3 Officers (armed)	382 hours (10 officers)	589.5 hours (15 officers)	0 hours	528 hours (12 officers)
Site Supervisors (armed)	0 hours	0 hours	0 hours	1,176 hours (29 officers)
Screeners	0 hours	2,409.25 hours (60 screeners)	3,173.5 hours (79 screeners)	0 hours
Vehicles	496.5 hours (8 vehicles)	0 hours	168 hours (1 vehicles)	1,764 hours (12 vehicles)
Golf Carts	729.5 hours (6 golf cart)	75 hours (1 golf cart)	0 hours	559 hours (4 gold carts)
Radios	136	60	50	49

Notes:

- a) The approximate number of hours is an estimate based on historical data. The County makes no guarantee with respect to the actual needs for services.
- b) The County may at anytime make changes to existing service. The changes may include, but not limited to, scheduling changes, decreases in the hours, or type and level of services, as indicated in 2.1 above and Section 2.10 below.

2.3 MINIMUM QUALIFICATION REQUIREMENTS

The minimum qualification requirements for this solicitation are that the Proposer shall have:

- 1) A class "B", Security Agency License, or class "BB" Security Agency Branch Office License, issued, and in good standing, by the State of Florida, Division of Licensing, as of the proposal due date. The selected Proposer shall maintain this qualification during the term of the Contract, including extensions

and renewals thereof.

- 2) A stationary base station/office where the Central Dispatch Center is located. The Central Dispatch Center may be located out of the state but shall be independently operated by the Proposer. This center shall not be outsourced to another company unless approved in writing by the County Contract Administrator. Refer to Section 2.5.A(1).

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

2.4 OBJECTIVES

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

2.5 REQUIREMENTS AND SERVICES TO BE PROVIDED

A. PREQUIREMENTS PRIOR TO NOTICE-TO-PROCEED

After the contract is executed, the County will issue a Notice-To-Proceed (NTP), with the general requirements listed herein, if the selected Proposer has met the following requirements. These requirements are continuing conditions throughout the term of the Contract, including extensions and renewals thereof. The County reserves the right to terminate the contract if these requirements are not met within thirty days of contract execution. The selected Proposer shall commence work upon issuance of a NTP by the County.

The selected Proposer shall:

- 1) Have a stationary base station/office (Office) where the Central Dispatch Center (Center) is located. The Center shall be independently operated by the Proposer. The Center shall not be outsourced to another company unless approved in writing by the County Contract Administrator. The County reserves the right to inspect the office at any time. The office shall have at least five telephone lines: four dedicated lines for incoming and outgoing voice phone calls, and one additional dedicated line for fax and/or computer use. The selected Proposer's Central Dispatch Center shall have a backup generator or other technology that allows for the continued operation of the Central Dispatch Center during power outages, inclement weather, manmade 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. The term "Office" does not include a home office, mail drop location, cellular or Nextel phone, or other location. The selected Proposer's key personnel, who have the authority to take immediate action on behalf of the selected Proposer, shall be available for contact by local telephone call at the Center at all times (24 hours a day, seven days a week, 365 days a year).
- 2) Meet the Performance Bond requirements as specified in Section 1.10 of the Solicitation and Section 5.0, Article 11.
- 3) Meet the insurance requirements as specified in Section 5.0, Article 10 of the Agreement.
- 4) Provide all necessary permits, licenses and certificates for selected Proposer. Additionally provide personnel files, and all necessary permits, licenses and certificates for the Proposer's Project Manager/Point of Contact (POC) and all Security/Screening Services Supervisors (Supervisors) that will be assigned to the Contract, verifying compliance with all applicable federal, state and municipal laws. The security personnel requirements are specified in Section 2.6. The County

Contract Administrator or designee reserves the right to interview and approve all security personnel assigned to the contract.

- 5) Hold a radio license, issued by the Federal Communications Commission (FCC), which permits radio operations/coverage in the County. Two-way radio coverage shall cover the entire County.
- 6) Have a communication system that meets the requirements as specified in Section 2.23. 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 Contract Administrator 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.
- 7) Provide a Quality Assurance Plan (QAP) with the proposal, as specified in Section 2.26, to assure that the requirements of the Services are met. The QAP shall be approved by the County Contract Administrator before the NTP is issued by the County. Changes to the QAP, shall be submitted to the County Contract Administrator or designee, for approval, as they are made.
- 8) Immediately after the award of the contract and prior to the NTP, the selected Proposer shall conduct an on-site and in-depth review, with the County Contract Administrator, of the total contract requirements.

B. GENERAL REQUIREMENTS

The selected Proposer shall:

- 1) Furnish management, supervision, manpower, equipment, supplies, etc. necessary to provide security services at each Sector for which the selected Proposer is awarded a contract.
- 2) Provide in all instances radio equipped, uniformed Security/Screening Officers, and armed if requested, to provide Security/Screening service at designated locations. The number of personnel and hours of service required will solely be specified by the County Contract Administrator or Designee, to the selected Proposer throughout the term of the contract.
- 3) Provide the level of security guard service for the hours specified herein (Section 2.2), for the purpose of providing a visible safety and passive security program at each of the Sectors awarded. Refer to Section 2.9 for specific tasks and responsibilities of all personnel.
- 3) Issue to each security/screening officer assigned to this project, approved identification badges as applicable. Said identification badge shall be worn while on duty at all times. Refer to Section 2.8, for identification requirements.
- 4) Ensure that at all times while in uniform, all selected Proposer's personnel shall be fully equipped and wearing complete County-approved uniforms. Refer to Section 2.24 for Uniform requirements. The cost of uniforms and other equipment shall be the responsibility of the selected Proposer.
- 5) Display the Post Orders at each site/facility. Refer to Section 2.18, for more specific information on Post Orders.
- 6) Provide training for each employee performing security guard services, as specified in Section 2.5 (C). Employee orientation and site orientation trainings shall take place prior to the security guard commencing the services required herein.
- 7) Provide a Project Manager/Point of Contact (POC) for each sector awarded. Refer to Section 2.6 (B) for POC's requirements and qualifications, and Section 2.9 (A) for POC's specific tasks and responsibilities. Documentation of a sufficient number of personnel scheduled, so as to fulfill this requirement, shall be required.

- 8) Provide the following documents, as specified in Section 2.6; for each security officer assigned to the contract, prior to the security guard's commencement of work in the Sector.
 - a) Urinalysis reports (by outside agency within preceding 60 days)
 - b) Medical examination reports (dated within preceding 60 days)
 - c) Training certifications
 - d) Proof of minimum education requirements
 - e) Licenses
 - f) Results of background check to include Florida Dept. of Law Enforcement (FDLE) certification of no felony record (dated within the preceding 60 days)
 - g) Proof of citizenship or work permit or INS I-9 certification

- 9) Provide all working materials necessary for proper performance including, but not limited to, items such as bound log books, with preprinted consecutive numbered and lined pages, notebooks, pens, and pencils. The selected Proposer, at no charge to the County, shall supply these materials, unless otherwise specified by the County Contract Administrator or designee. All post orders, logbooks, incident reports and records are the sole property of the County. These records are subject to inspection by the County Contract Administrator or designee at any time. Upon termination of the contract, the selected Proposer shall surrender all records or documents (e.g. log books, incident reports, etc) to the County Contract Administrator or designee within 30 days of the contract's termination date.

C. TRAINING REQUIREMENTS

The County will reimburse selected Proposer at an hourly rate equal to the current Living Wage for training mandated by the County Contract Administrator or designee, except for training mandated herein in Section _____. [List the training here] The selected Proposer(s) shall pay its personnel a minimum of current living wage, as established by the Living Wage Ordinance, during all trainings mandated by the County Contract Administrator or designee. The County Contract Administrator or designee may visit training classes without notice, to monitor and evaluate all training.

The selected Proposer shall ensure that the following trainings are provided:

1) Employee Orientation Training

Miami Dade County Security Management will administer a mandatory Employee Orientation Program for the selected Proposer's personnel assigned to the Contract. The duration and content of the training will be solely determined by the County Contract Administrator or designee.

2) Site Orientation Training for Security/Screening Officers

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

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

3) **Job Enrichment Training**

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

4) **Advancement Training**

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

5) **Firearms Training**

The selected Proposer shall employ a state-licensed firearms training instructor to develop and maintain an ongoing firearms program to meet or exceed the required State of Florida licensing statutes and standards. Contracted instructors will not meet this requirement, as this instructor must be directly employed by the selected Proposer and shall be approved by the County Contract Administrator or designee prior to performing any contractual duties as result of this Solicitation.

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

i) **Course of Instruction**

A copy of the proposed course of instruction that follows either the TSA or U.S. Marshals courses shall be provided for review and approval before the contract start date.

ii) **Hands-on Equipment Training**

All personnel employed to provide screening services to the County shall receive a minimum of forty (40) hours of training, prior to working on an "active duty" status within the County, in working at weapons-screening location, with an X-ray, metal detector and hand wand.

7) **Evaluation of Training**

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

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

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

2.6 **PERSONNEL REQUIREMENTS AND QUALIFICATIONS**

All security personnel, are required to meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established herein, unless specifically and individually waived in writing by the County Contract Administrator or designee. All licenses and other personnel requirements shall be maintained throughout the term of the Contract, and any extensions or renewals thereof.

A. General Requirements

All Security Personnel

All levels of security personnel, at a minimum, shall meet the requirements listed below. Additional requirements may be required for different levels of personnel and are highlighted in the appropriate sections.

- i) **Citizenship Status**: Security officer shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.
- ii) **Minimum Age**: Security officer shall be at least 21 years of age.
- iii) **Medical Test and Health Requirements**: Security officers, Supervisors and the POC, shall successfully complete an annual medical examination, to be conducted at the selected Proposer's expense prior to duty assignments or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use. All personnel shall pass the urinalysis test showing abstinence from drug/illegal substance use, except prescribed medications.
- iv) **English Language Literacy Requirements**: Be able to communicate (both oral and written) in English: Security work often deals with life/safety issues; therefore, all supervisors shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.
- v) **Criminal Background Checks**: All levels of security officers, including the Project manager/Vendor's Point of Contact, shall have a national criminal history background check completed prior to providing service to the County and conducted annually thereafter. The selected Proposer may obtain these background checks from a private source, or may select to utilize the services of the County's Employment Recruitment Department at the established cost of the requested service. All Security/Screening Supervisors shall also pass the national background check.

The selected Proposer's personnel may not provide services to the County if said personnel currently or in the past has:

- A. Any felony, sexual or domestic violence conviction.
- B. Discharged from the military under any conditions other than honorable.
- C. Any history of irresponsible behavior including but not limited to an unreasonable driving record, or a problem employment record as determined by the County Contract Administrator or designee.
- D. Any criminal activity listed in 49 US Code of Federal Regulations (CFR) section 1542.209, *Disqualifying Criminal Offenses* and 19 CFR 122.183, *Denial of Access*, for assignments involving Aviation Department properties.

B. Additional Specific Requirements

1) Project Manager/Vendor's Point of Contact (POC)

Each sector shall have a POC to act as a liaison on behalf of the selected Proposer to the County. The POC shall have the authority to act on behalf of the selected Proposer on all contractual matters. This position will be at no direct cost to the County. POCs shall be interviewed and approved by the County Contract Administrator or his designee, prior to performing any duties related to the Contract. In addition to the general requirements listed above in Section A, POCs shall meet the following additional specific requirements:

- i) Have a valid "MB"/"M" (Manager of a Security Agency) State License from the Florida Department of State, and shall maintain this license at all times while providing service to the County under this Contract.

POCs shall also meet the additional following educational requirements for the Sector as applicable:

- i) Tier 1 Sectors:
POCs must hold a Bachelor's degree in Criminal Justice or Management related field **and** a minimum of two years of experience in the management and operation of security, police or U.S. military services.
- ii) Tiers 2 and 3 Sectors:
POCs must hold a Bachelor's degree in Criminal Justice or Management related field **and** a minimum of two years of experience in the management and operations of electronic screening services.

Notes:

- a) Experience can substitute for the educational requirements on a year to year basis, as approved by the County Contract Administrator or his designee.
- b) High school diploma, GED, and bachelor's degree shall be from a U.S. accredited and verifiable institution (official transcripts will be required). All unverifiable diplomas shall be converted to a U.S Bachelor's degree by an agency approved by the County Contract Administrator or designee.

C) Security/Screening Services Supervisors

The selected Proposer shall provide Security Services and Screening Services Supervisors, when required by the County. Supervisors will be operational positions, and shall be the equivalent of the highest classification of security officer supervised (or higher). Candidates for these Supervisory positions shall be solely approved by the County Contract Administrator or designee. In addition to the general requirements listed in Section A above, Security Services/Screening Supervisors shall meet the following additional specific requirements:

- i) Have a valid Class "D" (and "G" when applicable) license from the Florida Department of State, pursuant to Florida Statute 493.
- ii) Have a valid State of Florida Driver's license as well as a clean five year driving history (required if assigned to vehicular patrol e.g. motor vehicles or golf cart).
- ii) Have a high school diploma or GED. High school diploma or GED shall be from a U.S. accredited and verifiable institution. All unverifiable diplomas shall be converted to a U.S. GED by an agency approved by the County Contract Administrator or designee.

- iv) All Supervisors that are assigned to work at Tier 3 locations shall pass an extensive background investigation, which includes a) ten years employment history check; b) a criminal background check; and c) a fingerprint check with the FBI. This check is mandatory by the Transportation Security Administration's (TSA).

Security Services/Screening Supervisors shall also meet the following specific qualification requirements as applicable:

- i) Security Guard Services Supervisors:
One year supervisory experience or six months experience working on a County's Security Services contract.
- ii) Screening Services Supervisors:
One year of screening supervisory experience or six months experience working on a County's Security Services contract as a screener. The Screening Services Supervisor shall be knowledgeable and certified in all aspects of weapon screening, including the use of electronic screening equipment such as X-ray machines, walk-thru Magnetometers, and handheld screening devices; and the application of physical and visual searching techniques.

D) Security/Screening Officers

All levels of selected Proposer's Security/Screening Officers providing services to the County shall meet certain minimum qualifications, as established in this Section and Section A above, unless specifically and individually waived in writing by the County Contract Administrator or designee. The County Contract Administrator or designee reserves the right to interview and shall approve any personnel during the contract term and any extensions or renewals thereof. In addition to the general requirements listed in Section A above, Security Services/Screening Supervisors shall meet the following additional specific requirements:

- i) Shall have a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493. All officers shall maintain this license at all times while providing service to the County under a Contract issued as a result of this solicitation.
- ii) Shall have a valid State of Florida Driver's license, as well as a clean five-year driving history (required if security officer is assigned to vehicular patrol (e.g. motor vehicles or golf cart).
- iii) Shall have a high school diploma or a GED. High school diploma or GED shall be from a U.S. accredited and verifiable institution. All unverifiable diplomas shall be converted to a U.S. GED by an agency approved by the County Contract Administrator or designee.
- iv) Officers assigned to work at MIA (Tier 3 location), shall submit to, and successfully complete all vetting and training requirements to obtain an airport identification badge, including criminal history records check, security threat assessment, security identification display areas training, behavior pattern recognition training and customer service training. The selected Proposer shall be responsible for the immediate reporting of all lost or stolen identification badges and the immediate return of the identification badges of all personnel transferred from the Airport assignment or terminated from the employ of the proposer or upon termination of any contract issued as a result of this solicitation. The selected Proposer shall pay, or cause to be paid, to the department such nondiscriminatory charges as may be established from time to time for lost or stolen identification badges and those not returned to the department.

Additionally, Screening Officers shall provide screening functions for Tier 2 and Tier 3 Sectors and may be an armed or unarmed position. Screening Officers shall meet the following additional specific requirements:

- i) In addition to the valid Security class "D" license, have a valid Firearms ("G") license (when applicable) license from the Florida Department of State, pursuant to Florida Statute 493.

- ii) Minimum one year of experience as a licensed Security or Screening Officer and shall have completed the required training as specified in Section 2.5 (C).
- iii) Armed Screening Officers shall meet the minimum requirements of a Level II Security Officer and shall have completed the required training as specified in Section 2.5 (C).

2.7. QUALIFICATIONS BY LEVEL OF OFFICER

All levels of security officers shall meet all the requirements specified above. Below is an additional chart showing specific qualifications for each level.

Level of Security/ Screening Officer	Qualifications
<p>Level 1 (May be armed or unarmed)</p>	<p>a) Valid security class "D" license. b) Valid firearms class "G" license (when applicable) c) Minimum one year of experience as a licensed Security Officer. d) Valid State of Florida Driver's License (when applicable)</p>
<p>Level 2 Intermediate classification of Security Officer. (May be armed or unarmed)</p>	<p>a) Valid Security class "D" license b) Valid Firearms ("G") license (when applicable) c) Valid State of Florida Driver's License (when applicable) d) Prior military experience; <u>or</u> prior correctional officer experience; <u>or</u> prior police officer experience; <u>or</u> police or correctional academy graduate; <u>or</u> Accredited Associates degree in Criminal Justice or related field of study, in addition to one year of experience as a licensed security officer.</p>
<p>Level 3 Highest classification of Security Officer. (May be armed or unarmed)</p>	<p>a) Valid Security class "D" license b) Valid Firearms ("G") license (when applicable) e) Valid State of Florida Driver's License (when applicable) c) Minimum three years of experience as a police officer, <u>or</u> Minimum three years of experience as a active duty military police officer, <u>or</u> Minimum three years of experience as a correctional officer; <u>or</u> Minimum six years of active duty experience as a career military; <u>or</u> Accredited Bachelors degree in Criminal Justice or related field of study, in addition to three years of experience as a licensed security officer.</p>

Notes:

- a) All college degrees in a related field of course study shall be approved by the County Contract Administrator or his designee;
- b) All Veterans with combat experience may be considered as a Level III officer on a case-by-case basis, by the County Contract Administrator or his designee;
- c) Applicants with military service shall supply a copy of the DD-214L form and have received an Honorable Discharge from duty in order to be considered.

2.8 IDENTIFICATION REQUIREMENTS

All selected Proposer's personnel performing under the contract shall be approved prior to performing said duties. Selected 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 and Florida State Statutes. This includes a company issued photo identification card. All of the above are to be conspicuously displayed at all times while on duty.

A. All Security/Screening Officers

All security/screening officers, including supervisors, providing services to the County, shall display on their uniform as required and keep current, all appropriate identification cards, certificates, and licenses, as follows:

- i) State of Florida "D" Security Officer License
- ii) State of Florida "G" Firearms License (only required if assigned to armed post)
- iii) State of Florida Driver's License (only required if assigned to vehicular patrol (e.g. motor vehicles or golf cart.)
- iv) MIA Security Identification Display Area (SIDA) Identification Card (only required if assigned to MIA)
- v) MIA Identification Customs Seal (only required if assigned to MIA secure locations or Customs locations)
- vi) Company or County-issued Photo ID Card

B. Issuance of Identification for MIA Security/Screening Officers

The selected Proposer and selected Proposer's personnel assigned to MIA, shall comply with all of the requirements below, in addition to all other TSA, Homeland Security, Customs and Border Protection (CBP) and Miami-Dade Aviation Department's (MDAD) requirements, as specified by MDAD at the time of the application for the identification badge, prior to an identification badge is issued.

The selected Proposer shall:

- i. Be responsible for requesting MDAD to issue identification badges to all selected Proposer's personnel providing services to the MIA facilities.
- ii. Ensure that all selected Proposer's personnel providing services under the contract shall be supplied with MDAD SIDA identification badges and CBP Seals as may be required and designated in the MIA's Security Plan.
- iii. Ensure that all selected Proposer's personnel providing services under the contract must submit to and successfully complete all vetting and training requirements in order to obtain an airport identification badge, including but not limited to:
 - a. Criminal History Records Check
 - b. Security Threat Assessment
 - c. SIDA training
 - d. Behavior Pattern Recognition training
 - e. Customer Service training
- iv. Be responsible for the immediate reporting of all lost or stolen identification badges, and the immediate return of the identification badges of all personnel transferred from MIA assignment or terminated from the employment of the selected Proposer or upon termination of the Contract.
- v. Pay or cause to be paid, to MDAD, such nondiscriminatory charges as may be established from time to time for lost, stolen, unaccounted for identification badges, those not returned to MDAD, as well as all associated fees for fingerprinting and identification issuance.

2.9 SPECIFIC TASKS & RESPONSIBILITIES

Specific tasks, responsibilities or requirements may vary from facility to facility within each Sector. The work performed under the contract issued will require frequent and prolonged walking and standing. Occasionally, Security/Screening Officers may be required to subdue violent persons. Physical stamina is a basic requirement of this position. Any individual, who cannot meet the physical requirements of the position,

including inability discovered through the job performance, will not be qualified to work under the contract. In addition, all personnel shall possess good human relations skills.

The specific tasks expected by the County shall be performed by personnel employed by the selected Proposer to provide services to the County, and include, but are not limited to, the following personnel:

A) Project Manager/Point of Contact (POC)

The selected Proposer shall:

- i) Provide a full-time POC, per Sector, at no direct cost to the County. The POC shall act as a contact/liason to the County. The POC may perform other duties for the selected Proposer, but shall be available at all times to meet with or respond to County staff.
- ii) Provide a local telephone and cellular number or numbers (i.e. within Miami-Dade County) where the POC or County approved designee, may be reached 24 hours per day, 7 days per week, on a year-round basis. An answering service or machine is not acceptable.

B) Security/Screening Services Supervisor

The tasks and responsibilities for the Security/Screening Supervisor will be determined at a later date contingent upon the specific facility needs. The required tasks shall be approved by the County Contract Administrator or designee.

C) Security/Screening Officer

The Security/Screening Officer shall:

- i) Report to work on time and remain on assigned duties until relieved, as required
- ii) Maintain good personal and uniform appearance and be courteous to the public and the County personnel at all times. Uniforms shall be clean and pressed and include the name tags.
- iii) Cover an assignment at a fixed post or patrol an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property.
- iv) Intervene to terminate injurious acts and detain individuals for further investigation or arrest where circumstances and conditions warrant as stated in the State of Florida Security Officer's Handbook (FSS Chapter 493).
- v) Communicate effectively with the public and the County personnel and direct visitors to personnel and services within the facility.
- vi) Ensure that Lost and Found functions are conducted only by the County personnel.
- vii) Conduct patrols in accordance with routes and schedules established in the Post Orders. Where installed and in working order, reporting systems shall be used by uniformed personnel to record their presence at the designated posts.
- viii) Raise and lower flags at designated times (where applicable).
- ix) Refuse acceptance of any mail or packages without written authorization from the Building Manager/Facility Contact.
- x) Lock and unlock gates and doors at designated times.
- xi) Turn lighting or electronic equipment on and off as required.

- xii) Ensure that only authorized personnel are permitted access to closed or restricted facilities. Positive photo identification shall be presented. The Security/Screening Officer shall verify the picture on the I.D. is the same as the person presenting it.
- xiii) Respond to reports of sick or injured persons, and then notify the Security Operations Center, appropriate authorities (e.g., 911, Building Manager/Facility Contact).
- xiv) Report safety hazards, malfunctioning equipment, spills, and other such matters to appropriate Facility Contact personnel. Any such incident will require a Logbook entry be made and a incident report completed.
- xv) Monitor and operate facility fire alarm and intrusion detection systems and other protection devices or facility equipment as required.
- xvi) Respond to scene of locally activated fire, burglary or other alarms, or other emergency situations; evaluate situations encountered and take action as prescribed in Post Orders and/or facility/building self-protection plans.
- xvii) Investigate questionable acts, or behavior observed or reported on County premises; question witnesses and suspects to ascertain or verify facts; and notify authorities, if warranted.
- xviii) Operate a marked motor vehicle where required.
- xix) Maintain order and use good judgment and discretion in handling unruly or trespassing public.
- xx) Maintain daily logs and write daily reports, incident reports, and non-employee injury reports. Incident reports shall be on a pre-approved County form. All incident reports completed by vendor personnel will require a case number to be issued by the Security Operations Center (SOC) at 305.375.4500 (ISD); or 786.552.8901 (WASD).
- xxi) Provide escort services to County employees and visitors as required.
- xxii) Maintain a professional atmosphere within areas of assignment.
- xxiii) Shall not read newspapers, magazines, religious materials or any other non-work related items while providing services to the County. In addition newspapers and magazines are prohibited from being anywhere on post. It is the responsibility of each officer to ensure at the start of each shift that this policy is followed (e.g., they need to be sure that there are no newspapers, unauthorized reading materials, televisions, radios, CD, MP-3 players or any other unauthorized items in the area of the post). Officers will be held responsible and Liquidated Damages may be assessed.
- xxiv) Shall not use County telephones for calls of a personal nature without prior approval of the Building Manager or Facility Contact (when applicable) in each instance. Personnel cellular telephones should not be used on post except for emergency calls only, these calls should be of short duration.

2.10 CHANGES IN ASSIGNMENT

The County Contract Administrator or designee may, at anytime, by written or verbal instruction, make changes to all services. These changes may include, but are not limited to scheduling changes, increases or decreases in the hours or type of service, and modifications in special equipment requirements. The County, will, in its sole discretion determine the placement of facilities into the appropriate Tier and Sector.

- Tier 1 Sectors contain facilities that are classified at a minimum threat risk analysis and contain no Screening components.

- Tier 2 Sectors contain facilities that are classified at an intermediate threat risk analysis and may contain Screening components.
- Tier 3 Sectors contain facilities that are classified at a high threat risk analysis and may contain Screening components.

Should the County Contract Administrator or designee make a determination that electronic screening services is required at a Tier 1 Sector facility, that did not previously require such services, and has further determined that the electronic screening services is required on a more or less permanent basis, then that Tier 1 facility will be removed from the Tier 1 Sector to which it is assigned, and reassigned to a Tier 2 or Tier 3 Sector providing the electronic screening service to that area.

In contrast, if a change is required regarding the discontinuation of electronic screening services component in a Tier 2 or Tier 3 Sector facility, then that facility will be reassessed in order to determine its new classification and the appropriate Tier and Sector classification.

2.11 LIMITATION ON EMPLOYEE-HOURS AND ASSIGNMENTS

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

2.12 NOTICE OF EXTENDED HOURS/NEW ASSIGNMENTS (OVERTIME)

There is no minimum hour standard for the request of from the County for extended service hours. The amount of service hours, officer levels, required service type and duties shall be determined solely by the County Contract administrator or designee.

Changes are frequent in security/screening officer assignments, both in hours of duty and at new facilities. The County will attempt to give the selected Proposer 12 hours of advance notice for new assignments. If it is not possible for the County to give the 12 hours of advance notice, the County will pay an overtime coverage rate (one and a half times the normal billing rate) for the first 12 hours of the new assignment. In consideration of this overtime coverage, the selected Proposer shall provide a security/screening officer within a minimum of four (4) hours of the notice from the County. Failure to provide the requested extended services may result in Liquidated Damages and/or a vendor Non-Performance.

2.13 INABILITY TO PROVIDE ADDITIONAL REQUESTED SERVICE

The selected Proposer shall provide additional security guard services when requested by the County, however, if the selected Proposer is unable to provide these services, then the selected Proposer shall notify the County verbally immediately and in writing, within 24 hours of request from the County, with a detailed explanation for inability to provide the requested services.

If the selected Proposer refuses to accept the additional security guard services when requested by the County, then the selected Proposer may forfeit its rights to be awarded future additional services (e.g. addition of a Sector), under the Contract. The County, at the County Contract Administrator or designee's sole discretion, may award the assignment to another selected Proposer providing similar services to the County under the Contract. Upon placement of such an assignment (working out of awarded Sector) the selected Proposer who is placed out of their awarded Sector may continue, at the County Contract Administrator or designee's discretion, to provide the requested service on a permanent basis, unless removed by the County Contract Administrator or designee.

The County Contract Administrator or designee may consider the refusal to provide the additional services as a material breach and may proceed with the removal of the selected Proposer from providing services on the contract, for single or multiple incident occurrences of this nature.

2.14 RELIEF/BREAK PERIODS

Security/Screening Officers shall not leave their assigned posts at the end of a shift until relieved by duty personnel assigned to the following shift, if such a shift is scheduled, or unless specifically authorized by County Contract Administrator or designee. The selected Proposer shall provide breaks as required by Federal and Florida State law, at no cost to the County. The employees who are on a break period shall be relieved by a properly trained security officer relief. Any violations of this procedure may result in removal of the employee from working on the Contract, and may result in Liquidated Damages or a Vendor Non-Performance being issued (refer to Section 2.27).

2.15 EMERGENCIES

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

2.16 SECURITY/SCREENING OFFICER ROTATION

The County reserves the right, at the discretion of the County Contract Administrator or designee, to transfer personnel of the selected Proposer working on the Contract, as well as rotate specific hours or locations of Security/Screening personnel at a time interval specified by the County Contract Administrator or designee.

2.17 REMOVAL OR APPROVAL OF PERSONNEL

The County Contract Administrator or designee:

- c) Will approve all selected Proposer's personnel assigned to the Contract prior to the personnel's assignment to a County facility.
- d) Reserves the right to interview any prospective personnel of the selected Proposer prior to the employee being assigned to a County post.
- e) May reject any existing or proposed selected Proposer's personnel under the contract, as deemed in the County's best interest.
- f) Reserves the right to have the selected Proposer relieve any employee of the selected Proposer from a duty assignment, and/or bar the employee from further service under the Contract.

2.18 POST ORDERS

Post Orders define the basic work to be performed by Security/Screening Officers at the facility. Post Orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All selected Proposer's Security/Screening Officers shall have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. The County Contract Administrator or designee will provide generic Post Orders to selected Proposer after award, but prior to the NTP.

The selected Proposer shall:

- i) Meet with ISD Security Management and coordinate with the Building Manager or Facility Contact to develop site specific Post Orders. These site specific Post Orders shall be approved by the Building Manager/Facility Contact and ISD Security Management prior to the Contract start date.
- ii) Assure that once the site specific Post Order is approved, that monthly updated copies are available for the duration of Contract, including any extensions or renewals thereof.

- iii) Check each post monthly for updated Post Orders.
- iv) Take appropriate measures to ensure the protection of sensitive security information (e.g. Post Orders, Policies, Logbooks and Procedures). All materials considered security sensitive information shall not be copied, removed or disclosed to any parties without the expressed permission of the County Contract Administrator or designee. Failure in this area may result in a Liquidated Damage and/or Vendor Non-Performance.

Post Orders may include, but are not limited to, the following:

- i) Facility/Building information (e.g., operating hours, chain of command)
- ii) Building rules and regulations
- iii) Operation of equipment
- iv) Roving patrol routes, schedules, and duties
- v) Vehicular traffic control
- vi) Access control procedures
- vii) Emergency response procedures
- viii) Security and fire control/alarm systems
- ix) Hazardous conditions, inspection/reporting
- x) Response to emergencies, (e.g., fires, injury, or illness, etc.)
- xi) Procedures for raising, lowering, and half-mast U.S. and other flags
- xii) Safeguarding persons and property
- xiii) Minimum number of hours for site orientation training

Note: General orders to "Protect County Personnel and Property" supersede all Post Orders.

2.19 ADHERENCE TO LAW

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

The selected Proposer shall also adhere to the following:

- A. If a Security/Screening Officer, Supervisor, POC or other Principal of the selected Proposer is arrested, ISD Security Management shall be notified within 24 hours of the arrest. Failure to follow this procedure will result in Liquidated Damages as stated in Section 2.27. Proper notification will consist of the following:
 - Phone call to the County Contract Administrator or designee; if not available, then to Security Operations Center
 - Followed by a fax sent to the County Contract Administrator or designee
 - Followed by a fax to the Security Operations Center.
- B. The arrested person referenced in "A" above, shall be removed immediately, until reinstatement has been approved by the County Contract Administrator or designee. It is the selected Proposer's responsibility to make certain that all of its personnel are aware of this provision and take the necessary steps to ensure compliance.
- C. The selected Proposer and the selected Proposer's employees shall not release any Facilities Security Plan, information contained in Post Logbook, Post Orders, or other Contract's documents and reports, to any person or organization without the written authorization of the County Contract Administrator or designee. Information contained in such documents will be treated as Security Sensitive Information (SSI).

- D. The selected Proposer shall take appropriate measures to protect SSI that may be established or come into their possession as a result of the contract. All SSI, as defined in 49 CFR Part 1549-Protection of Sensitive Security Information, shall be handled in accordance with TSA policies and regulations. All personnel assigned to work under the contract are subject to the provisions of 49 CFR 1520. SSI may not be disclosed except in accordance with the provisions of 49 CFR 1520 or where TSA otherwise approves.
- E. The selected Proposer shall acknowledge and comply with any and all laws governing MIA and/or any security measure deemed necessary by MIA in accordance with, the TSA's Code of Federal Regulations 49 CFR Part 1542, Chapter 25 of Miami-Dade County Code of Ordinances, MIA Security Plan and applicable Security Directives issued by TSA and/or MDAD. The selected Proposer shall be responsible to MDAD for security violations and shall indemnify and hold MDAD harmless for all costs, fines and damages arising from, such costs to include reasonable attorney's fees. The selected Proposer shall be responsible for all punitive actions, including monetary fines, arising from any security violation of the regulations of MIA or any of the aforementioned Federal Agencies regulations by any of its personnel. The selected Proposer understands and agrees that all personnel providing services entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies shall not be employed by the selected Proposer in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies who enter such areas are subject to fines, which shall be borne entirely by the personnel providing the services and/or the selected Proposer.

2.20 POLYGRAPH EXAMINATION

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

2.21 PROGRESS MEETINGS

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

2.22 LOCAL MANAGEMENT OFFICE

The selected Proposer shall:

1. Have a local office in Miami-Dade County. The County Contract Administrator or designee reserves the right to inspect the office at any time. All records pertinent to administration and management of the Contract are the sole property of the County and shall be maintained at the local office. These records are subject to inspection by the County Contract Administrator or designee at any time.
2. Maintain, at a minimum, the following documents at the local office:
 - i. Financial records: invoices, employee payroll and other associated backup documentation pertaining to any contract issued as a result of this solicitation
 - ii. FCC License
 - iii. Log Books

- iv. Incident Reports
- v. Quality Assurance Plan
- vi. Employee Personnel File. Required documents shall be placed under the same section/tabs in each employee's personnel file. The selected proposer is responsible for vetting and ensuring the accuracy of all information provided by prospective employees. False statements or falsification of any of the documents required by the County will result in Liquidated Damages and/or filing of a Vendor Non-Performance. The selected Proposer shall maintain a copy of all disciplinary actions taken by the selected Proposer against its personnel, assigned to provide services to the County, for all infractions committed under the contract. A copy of said violations shall be placed into the employees personnel file. Copies of the proposer's prospective employee personnel files will be provided to the County Contract Administrator or designee for review and approval prior to the said personnel performing any duties related to the contract. These employee personnel files shall contain copies of but not limited to the following documents:

- National Criminal background check which shall be updated on a yearly basis
- Medical examination, including drug test results, which shall be updated, on a yearly basis and psychological results
- Training test results along with a copy of their test
- Proof of education and experience
- Prior employment verifications
- State Security Officer licenses "D", "G", "M", "K" or "DI" as applicable
- Employment application
- Polygraph examinations reports, as applicable
- Proof of certification for Law Enforcement experience
- A copy of DD-214 Long form for Military and Coast Guard experience
- A copy of a valid State of Florida Drivers license
- A copy of a five (5) year Drivers history
- Proof of Citizenship, Resident Alien card or Work Permit
- Employee Signed Release of Personnel File Form

2.23 COMMUNICATION SYSTEM

A) Handheld Radios

Two-way handheld radios, licensed for use by the FCC, shall be provided by the selected Proposer to all on-duty personnel or as directed by the County Contract Administrator or designee. In addition, two radios shall be issued by the selected Proposer to the Security Operations Center (SOC) and one for the County Contract Administrator or designee, additional radios may be requested, at no additional charge, at the discretion of the County Contract Administrator or designee.

B) Central Dispatch Center (Center)

Refer to Section 2.5 (A) of the solicitation for additional information.

The Center shall have a back-up electrical generator power capacity to ensure essential operational functions as to sustain communications with the Security/Screening Officers and the County. The Center shall be staffed by experienced personnel 24 hours a day, seven days a week. Proposer's personnel available at the Center shall have the ability and authority to take immediate action on behalf of the selected Proposer, as required. This station shall have a complete roster of all security officers assigned to County posts, and hours to be worked. The security officers should also be able to make contact with selected Proposer's management 24 hours a day, seven days a week. Failure to comply with any of these requirements constitutes a material breach of the contract, and may result in Liquidated Damages and/or a Non-Performance as specified in Section 2.27. The Proposer's dispatch center is subject to unannounced inspections by the County Contract Administrator or designee at anytime throughout the contract and any extensions or renewal period.

C) System Quality

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

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

D) County Evaluation of Communications System

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

2.24 UNIFORMS AND EQUIPMENT REQUIREMENTS**A) Uniform**

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

Uniforms shall consist of the following items:

1) Standard Uniform**a) Security Officers and Security Supervisor**

- Trousers, all-season weight
- Shirt/blouse, short or long sleeve
- Belt—solid black
- Duty Belt (high gloss style)
- Socks—solid black
- Shoes—solid black Patent Leather or Corofram, no high heels, no platform shoes and no sneakers or tennis shoes

- Shoulder patches to indicate the name of the selected Proposer shall be sewn on and worn on both shoulders of the uniform jacket and shirt. No other identification of the selected Proposer(s) shall be worn or displayed on the uniform except hat.
- Nametags to be worn over the right shirt pocket.

b) Screening Officers and Screening Supervisors

- Trousers-solid grey
- Collared shirt- solid white
- Necktie
- Belt-solid black
- Blazer-solid blue for Screening Officer
- Blazer-solid burgundy for screening supervisor
- Socks-solid black
- Shoes-solid black Patent Leather or Corofram, no high heels, no platform shoes, no sneakers or tennis shoes
- Shoulder patches to indicate the name of the selected Proposer shall be sewn on the blazer according to Florida Statute 493.6305
- Nametags to be worn over the right shirt pocket

Note: Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Security/Screening Officer, and marked with selected Proposer's identification, logo or name, or an insignia. Jackets worn during cold weather shall be issued by the selected Proposer(s) along with company patch sewn to the jacket

2) Specialized Uniforms

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

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

B EQUIPMENT

A) Equipment for all personnel

Except as specifically noted, or provided for in this solicitation, all selected Proposer's personnel shall be equipped at all times while on duty with the following items:

- a) Handcuffs and Key
- b) Flashlight; heavy-duty (two or more D-cells)
- c) Two-way radio, licensed for use by the FCC and meeting all requirements as specified in Section 2.23.
- d) In addition to the above, armed Security/Screening Officers shall be equipped with a 9mm semiautomatic pistol of a reputable manufacturer (e.g., Smith & Wesson, Colt, Ruger, Sig Sauer, Beretta, Heckler & Koch, or Taurus), and ammunition that meets Florida State Statutes. The Security/Screening Officer shall be issued an ammunition pouch and a minimum three (3) fully loaded magazines with the number of rounds in accordance to the weapon's ammunition capacity. The Security/Screening Officer shall utilize a weapon triple retention holster

compatible with the firearm, uniform and other equipment. The holster shall be worn on the duty belt. All armed security personnel shall be provided training for triple retention holsters.

- e) Mace foam style and officer shall be certified as per Florida State Statutes
- f) Expandable Baton (e.g., ASP tactical batons) and officer shall be certified as per Florida State Statutes

Personnel shall not carry any unauthorized equipment such as chemical agents, concealed weapons, personal radios, or other items not approved by the County Contract Administrator or designee, or which is not included in the contract.

B) Vehicular Equipment

Security/Screening Officers may be required by the County to operate licensed and insured marked motor vehicles in order to supervise different posts, move between assignments, or to conduct vehicular patrols of an area. Likewise, they may be required to operate off-street motorized carts in order to conduct vehicular patrol of an area. Other means of transportation e.g. boats, bicycles, horse, Segways, etc. may be considered on a post-by-post basis for possible use. Such posts or duty assignments shall be requested as needed and, where appropriate, the selected Proposer shall receive additional compensation.

The selected Proposer shall:

- a) Provide licensed and insured motor vehicles, off-street motorized carts, Segway's and bicycles, when required at the above mentioned posts. Said vehicles shall be provided, and all expenses for their maintenance and operation shall be paid by the selected Proposer. The County Contract Administrator or designee shall approve vehicle types, color, markings, lights, and other features.
- b) Comply with insurance requirements as specified in Section 5.0, Article 10 and the insurance shall be sufficient to cover all operations and use of such equipment.
- c) Provide all personnel assigned to these services, a training class with a minimum of eight hours of course instruction. Any personnel assigned to a post where he/she will be operating a motorized vehicle to include a golf cart shall have a valid Florida driver's license.

Note: The County will not pay for fuel or vehicle.

C) Minimum Quantity of Uniforms and Equipment

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

Quantity of Uniform and Equipment		
Uniform/Equipment	Security Officer	Screening Officer
Trousers	3	3
Shirts/Blouses	5	5
All other uniform components, as specified	1	2
Cold Weather Jacket	1	0
Raincoat	1	0
Duty belt	1	0
Handcuffs and Key	1	1
Firearm, if applicable	1	1
Ammunition pouch	1	1
Weapons Magazines	3	3
Mace	1	0
Expandable baton	1	0

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

D) Maintenance Of Uniforms And Equipment

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

E) Special Equipment

The selected Proposer may be required to provide Security/Screening Officers equipped with specialized equipment including, but not limited to, Firearms, Guard Tour systems and Hand Wands at no additional cost to the County.

F) Radiation Detection Badges

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

2.25 WEAPON SAFETY

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

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

2.26 QUALITY ASSURANCE PLAN

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

A) QAP Contractual Review Plan

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

B) Corrective Action Procedures

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

2.27 FAILURE TO PERFORM**A) Liquidated Damages**

The selected Proposer shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. The County, at its sole discretion, will determine the damages arising from such failure. The County Contract Administrator's or designee's assessment of all Liquidated Damages will be final. The County will accomplish this by requiring the selected Proposer to furnish a company issued check with the specified amount of the liquidated damages to the County. This check will be made out to the Miami-Dade County Board of County Commissioners and submitted to the ISD Security Management office, attention to the County Contract Administrator or designee, within fourteen business days of the notification. Failure to submit (or submit in a timely fashion) the required payment of the Liquidated Damage shall result in further damages being assessed and/or a Vendor Non-Performance being issued. Repeated violations or patterns of violations will result in a doubling or tripling of the amount of Liquidated Damages. Subsequent violations will result in a Vendor Non-Performance. Any of these violations may result in selected Proposer's personnel being removed from the post and/or Contract issued as a result of this solicitation at the request of the County Contract Administrator or designee.

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

The 1st infraction may result in Liquidated Damages of \$500.00, the 2nd infraction \$1,000.00, the 3rd and subsequent infractions \$1,500.00; (Unless a Special Violation, in which case the 1st infraction will be \$1000.00, the 2nd infraction \$1,500.00, 3rd infraction \$2000.00). The graduation of Liquidated Damages will occur with the involvement of the same facility, selected Proposer's personnel and a pattern of the same incidents at multiple posts (i.e. repeated violations of the same type). Violations discovered subsequently to the infraction(s) occurrence shall be treated in the same manner (e.g. three infractions are discovered after the fact the first, second and third step damages would all apply or \$3,000.) Any violations committed by selected Proposer's personnel will result in the suspension or removal from duty of said personnel at the discretion of the County Contract Administrator or designee.

Violations that may result in the assessment of Liquidated Damages include, but are not limited to, the following;

1) Personnel Violations

- a. Late for duty
- b. Sleeping on duty

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

2) **Administrative Violations**

- a. Improperly or insufficiently equipped
- b. No radio or inoperative radio
- c. No vehicle or inoperative vehicle
- d. No weapon or ammunition violation
- e. Inadequate writing skills
- f. Inadequate training
- g. Lack of contract supervision.
- h. Excessive hours on duty (not approved in advance by ISD Security Management)
- i. Violations of local, State, or Federal laws, Regulations, or Ordinances
- j. Failure to provide Security/Screening Officers for "special requests" assignment after making commitment
- k. Criminal records check not complete/or hired
- l. Contractor personnel with criminal records
- m. Difficulty in speaking or understanding English, and/or being understood by others
- n. Failure to have current Post orders on site
- o. Invoicing Discrepancies or Inaccuracies
- p. Contract Section Violations

3) **Special Violations**

- a. Reassignment of any personnel previously suspended or removed from duty by the County
- b. Failure to notify the County of an arrest of personnel within time frame as specified in Section 2.19 (A) of the solicitation document
- c. Improper internal employee fines or wage practices
- d. False or Misleading Statements by Contract personnel
- e. Deducting money from an employee's paycheck as a result of Liquidated Damages
- f. Failure to immediately report the display or discharge of a firearm.

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

4) **Non-performance Actions**

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

a) **Suspension and/or Loss of Post**

Repeated violations of any type or a particularly serious violation at the same facility or facilities may be taken as proof that the selected Proposer cannot properly handle that facility(ies). In such situations, the County Contract Administrator or designee may remove the selected Proposer from the facility/post and reassign the facility/post to another selected Proposer assigned work under the Contract, either temporarily (suspension) or permanently. Similarly, new or existing posts may be assigned to a different Sector, and to another selected Proposer in the best interest of the County, if there has been a demonstrated pattern of incompetence by the existing selected Proposer.

b) **Loss of Sector and Debarment**

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

2.28 **COURT APPEARANCES**

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

2.29 **INVOICING DISCREPANCIES**

It is the County's intent to ensure that all invoices are processed and paid according to the Contract, with the correct hours and rates reflected. It is the selected Proposer's responsibility to review and ensure that the invoicing submitted to the County accurately reflects the hours worked and applicable billing rates, including all CPI and Living Wage adjustments applicable to that billing period. Any invoices not submitted or that are submitted with errors shall be returned to the selected Proposer for immediate correction and the selected Proposer shall resubmit the corrected invoice by the following invoicing period. Failure to resubmit the corrected invoice(s) shall result in Liquidated Damages being assessed and shall continue until submitted correctly. Furthermore, the continued submittal of duplicate invoices or previously processed invoices will result in Liquidated Damages and/or a Vendor Non-Performance.

2.30 REPORTING REQUIREMENTS & PROCEDURES

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

- A) A brief statement of any unusual events shall be written in the post logbook, so the County Contract Administrator or designee can identify the principals later, if a further investigation is needed. All bound logbooks become the property of the County upon its replacement on the post. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition. The selected Proposer shall maintain all logbooks during the term of a contract and any renewals or extensions thereof. Upon expiration of the contract or earlier as required by County Contract Administrator or designee, the selected Proposer shall deliver all such logbooks to the County at a place to be determined by the County Contract Administrator or designee.
- B) A copy of all reports shall be furnished to the County Contract Administrator or designee prior to the completion of each shift and a copy to ISD Security Management on all major incidents.
- C) An Incident Report shall be completed whenever any unusual event and/or criminal events occur. Such events include, but are not limited to the following: discharge of firearms, major criminal act or any safety hazards. Officers shall consult the Security Operations Center (SOC) when in doubt about any reports. If there are any injuries as a result of a firearm discharge 911 is to be called immediately. The SOC shall be notified immediately (305-375-4500) after calling 911. Facility Contacts/Building Managers and the appropriate Proposer personnel shall also be notified.
- D) Pertinent facts of daily events shall be written in the post logbook, however any incident that requires a report shall be verbally reported to the SOC immediately after the incident occurs, in order to receive a Security Management case number, by calling the SOC at (305-375-4500), after authorities have been notified.
- E) All employees shall follow the "Chain of Command." After exhausting efforts with selected Proposer's Management staff, the next step will be an ISD Security Supervisor followed by the County Contract Administrator or designee. Failure to adhere to these guidelines may result in Liquidated Damages and/or removal of the Proposer's personnel from providing services to the County.

2.31 METHOD OF PAYMENT: BI-WEEKLY INVOICES

The selected Proposer shall abide by the following requirements of ISD Security Management for billing purposes:

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

2.32 RETURNED CHECKS

In order to ensure the maintenance of an adequate job force, payment to security guards (selected Proposer's personnel) shall be on time and with checks that are valid, i.e., there are available funds in the bank to cover said checks. Refer to Section 2.27, Special Violations.

2.33 OVERTIME

The County shall allow overtime payment at a maximum rate of one and a half times the regular hourly wages. This allowance shall only be provided in those instances where expressly authorized by the County Contract Administrative or designee prior to the commencement of the overtime work (refer to Section 2.12). Further, overtime work shall not be allowed during the normal work day. As a matter of confirmation, overtime work only occurs after 40 hours of work effort in a given week by a given individual.

2.34 COUNTY-FURNISHED ITEMS

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

A) Generic Post Orders:

The County will provide the selected Proposer with a generic post order after award but prior to NTP.

B) Equipment:

The selected Proposer shall be responsible for all equipment issued by the County to the selected Proposer solely for performance of the work contained herein. The selected Proposer shall replace, or reimburse the County at current market rates, for all equipment that is lost, damaged, stolen, or made otherwise unavailable due to the negligence of the selected Proposer or their personnel. Upon termination/expiration of a Contract issued as a result of this solicitation, all equipment shall be returned to the County in good operating condition, less reasonable wear and tear as defined by the County Contract Administrator or designee.

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

C) Forms:

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

D) Keys:

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

E) Phones

County phones made available to the selected Proposer's personnel are to be used for County business only. Personal and long distance calls are prohibited. Long distance or any unauthorized calls shall be reimbursed to the County within 14 business days of notice from the County. The use of personal Cellular phones is also prohibited except in emergency situations, violations of these procedures will result in Liquidated Damages.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see attached). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

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

4.0 EVALUATION PROCESS

4.1 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

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/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 Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's relevant experience, qualifications, and past Performance in providing the type of services requested in this Solicitation	25
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	15
3. Proposer's approach to providing the services requested in this Solicitation	20
4. Recruitment Policy and Plan, and Personnel Development	15
5. Financial Capability	10
<u>Price Criteria</u>	<u>Points</u>
6. Proposer's proposed price	15

4.3 Oral Presentations

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the

Evaluation/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

(Sectors 3A [Miami International Airport Facilities], and 3B [All Water and Sewer Facilities])

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 access www.miamidade.gov/sba. 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 may remain on the contract.

4.5 Local Certified Service-Disabled Veteran's Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer'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.

4.6 Price Evaluation

After the evaluation of the technical proposal, in light of the oral presentation(s) if necessary, the County will evaluate the price proposals of those Proposers remaining in consideration.

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, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses (see **Form A-4**). If, following the completion of final rankings by the Evaluation/Selection Committee, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

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

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their 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. In his sole discretion, the County Mayor or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

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:

- a) Complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (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 Award

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. 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 Protest

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

5.0 TERMS AND CONDITIONS

The 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. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the website at http://www.miamidade.gov/DPM/vendor_registration.asp or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

B. Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management 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

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise 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 Miami-Dade County Ordinance No. 03-192, 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

Form of Agreement

Attachment 1: Supplemental General Condition (Living Wage)

Attachment 2: Performance and Payment Bond Cash

Attachment 3: Performance and Payment Bond Surety

Attachment 4: Master Guardhouse Post Orders

Attachment 5: Desk Book and Post Orders

Appendix A: Miami-Dade County Small Business Enterprise Participation Provisions

Attachment B: Invoice Sample

Exhibit A: Sector Boundaries

Proposal Submission Package

[Waiting for these attachments]