

RESOLUTION NO. 18-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO PIGGYBACK MIAMI-DADE COUNTY CONTRACTS RFP717C & RFP717E WITH KENT SECURITY SERVICES, INC. AND SECURITY ALLIANCE LLC, AND CITY OF MIAMI CONTRACT NO. 295279 WITH KENT SECURITY SERVICES, INC. IN AMOUNTS NOT TO EXCEED BUDGETED FUNDS FOR THE PURCHASE OF SECURITY GUARD SERVICES IN EXCESS OF \$25,000 IN ACCORDANCE WITH SECTION 7 OF ORDINANCE 17-203; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO ACCESS THE CONTRACTS AND TO IMPLEMENT THEIR TERMS AND CONDITIONS; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County will be transferring the management of six special taxing districts to the Town by October 1, 2018; and

WHEREAS, Four of the six special taxing districts—Miami Lakes Loch Lomond, Miami Lakes Section 1, Royal Oaks East, and Royal Oaks Section 1—were organized for the purpose of providing a manned security gatehouse; and

WHEREAS, To continue providing security guard services at each gatehouse, the Town must have contracts in place for these services; and

WHEREAS, Section 7 of the Town of Miami Lakes Ordinance 17-203 (“the Town’s Procurement Ordinance”) authorizes the purchase of goods and services from current contracts of other public, governmental, state/federal funded or non-profit entities, where the contracts have resulted from a formal competitive procurement process; and

WHEREAS, Miami-Dade County issued RFP717 for security guard services in their special taxing districts, and as a result awarded Contracts RFP717C and RFP717E to Security Alliance LLC (“Security Alliance”) and Kent Security Services, Inc. (“Kent”) respectively; and

WHEREAS, the City of Miami issued RFP 295279 for security guard services in their facilities, and as a result awarded Contract 295279 to Kent; and

WHEREAS, the Town intends to piggyback three public contracts for the provision of security guard services for the four special taxing districts: Miami-Dade County Contracts RFP717C and RFP717E, and City of Miami Contract No. 295279 (hereinafter collectively referred to as “Contracts”); and

WHEREAS, the Town Manager recommends authorization to procure security guard services from the current Contracts in amounts not to exceed budgeted funds for each district; and

WHEREAS, the Town Council approves of the Town Manager’s recommendations and authorizes the Town Manager to execute the Contracts with Security Alliance and Kent in amounts not to exceed budgeted funds for each district for the purchase of security guard services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. **Approval of the Contracts.** The Town Council hereby approves the piggybacking of the Contracts with Security Alliance and Kent for the purchase of security guard services in amounts not to exceed budgeted funds for each special taxing district.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee are authorized to take all steps necessary to piggyback the Contracts. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contracts with Security Alliance and Kent for the purchase of security guard services in an amount not to exceed budgeted funds for each special taxing district.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager by the Town's Procurement Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of this Resolution and the Contracts with Security Alliance and Kent for the purchase of security guard services in an amount not to exceed budgeted funds for each special taxing district.

Section 5. Execution of the Contract. The Town Manager is authorized to execute the Contracts in substantially the same form as attached hereto as Exhibits "A," "B," and "C," with Security Alliance and Kent, and to execute any required agreements and/or documents to implement the terms and conditions of the Contracts and to execute any extension and/or amendments to the Contracts, subject to approval as to form and legality by the Town Attorney.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

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Passed and adopted this _____ day of _____, 2018.

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

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Timothy Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT A

Contract 2018-18AUS
between the
Town of Miami Lakes
and
Security Alliance LLC
for
Security Guard Services for Special Taxing District



Agreement

I. Parties

This Agreement, 2018-18AUS is made this ____ day of _____ **2018**, by and between Security Alliance LLC dba Allied Universal Security Services ("Contractor"), located at 8323 NW 12th ST Suite 218, Doral, FL 33126 and the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014.

II. Recitals

Whereas the Town desires to enter into an agreement with Contractor for the purchase of security guard services for special taxing districts in an amount not to exceed budgeted funds; and

Whereas Contractor has agreed to provide said services to the Town in accordance with its contract with Miami-Dade County RFP717 Security Guard Services for Special Taxing Districts, dated October 1, 2017, except to the extent otherwise provided herein; and

Whereas the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town's Procurement Code, will enter into an agreement with Contractor, in accordance with the terms of the Miami-Dade County RFP717, which is attached hereto as Exhibit "A" and made a part of this Agreement.

Therefore, both parties agree as follows:

III. Incorporation of Recitals

The provisions and recitals set forth above are hereby referred to and incorporated herein and made a part of this Agreement by reference.

IV. Products and Services

Contractor shall provide the purchase of security services to the Town in accordance with the terms of the above referenced Miami-Dade County RFP717. All other terms and conditions of said contract, a copy of which is attached hereto as Exhibit "A", are incorporated herein by reference, except to the extent otherwise provided herein.

V. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Contractor from Miami-Dade County RFP717:

This Agreement shall be referenced as Contract 2018-18AUS Security Guard Services for Special Taxing Districts.

1. EFFECTIVE DATE

Month _____ Day _____ of 2018



2. SUBCONTRACTORS

Contractor shall not subcontract any of the Work to be performed under this Contract without prior approval of the Project Manager.

3. INVOICING

Contractor shall provide the Town with an invoice once per month for the goods delivered in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

4. INSURANCE

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

5. REPRESENTATION ON AUTHORITY OR PARTIES/SIGNATORIES



Each person signing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

VI. Points of Contact

The points of contact for the Town shall be:

Contract Management: Thomas Fossler or designee, Procurement Manager
(305) 364-6100 ext. 1164 fossler@miamilakes-fl.gov

Project Manager: Ximena Suarez or Designee, Town Manager's Office
(305) 364-6100 ext. 1134 suarezm@miamilakes-fl.gov

The point of contact for **Security Alliance LLC dba Allied Universal Security Services** shall be:

Name: Jose Ubieta

email:

Title: Vice President

phone: (954) 415-7419

Allied Universal Security Services

Town of Miami Lakes

Signature

Alex Rey, Town Manager

Name (Print)

Title

Attest:

Gina Inguanzo, Town Clerk



CORPORATE RESOLUTION

WHEREAS, **Security Alliance LLC dba Allied Universal Security Services ("Allied")** desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the _____,
(type title of officer)

_____, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed Agreement to which this resolution is attached.

DATED this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)



Exhibit "A"
The City of Miami RFP717

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov

**REQUEST FOR PROPOSALS (RFP) No. 717
FOR
SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS
(LEVEL 2 GUARDS)**

PRE-PROPOSAL CONFERENCE TO BE HELD:

August 12, 2010 at 10:00 AM (local time)
111 NW 1st Street, 10th Floor, CITT Conf. Rm. 1010, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Department of Procurement Management (DPM)
for
Public Works 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) 375-3673
E-mail: lydiaos@miamidade.gov

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

August 27, 2010 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 is 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 Department of Procurement Management 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.

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 Public Works Department, is soliciting proposals to provide professional **Level 2, unarmed** security guard services, at the Special Taxing District (STD) locations (see 2.6.C for educational and experience requirements for Level 2 security guards). The purpose of the requested services is to provide a visible safety and passive security program at various STD locations in the County. See Section 2.2 for a list of the STDs that currently require Level 2 security guard service. The service requirements and boundaries for each STD location are further defined in Exhibit A.

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

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:	July 30, 2010
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 DPM ADA Coordinator at (305) 375-1564 at least five days in advance.
Deadline for receipt of questions:	August 20, 2010
Proposal due date:	See front cover for date, time and place.
Evaluation process:	September – October 2010
Projected award date:	November 2010

1.2 DEFINITION

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 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".
3. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
4. The word "Department" to mean Public Works.
5. 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.
6. 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.
7. 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.
8. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
9. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
10. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
11. 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.

12. 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.
13. 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. Proposers may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. The County may accept or reject the exceptions at its sole discretion and the Proposer's proposal shall be binding on the Proposer as if submitted without exception. The County reserves the right to request and evaluate additional information from any respondent 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 shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal 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-responsive. 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 LIVING WAGES

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 Section 2.5, Hourly Wage Benefits, and Attachment 1, Supplemental General Information.

1.9 BID SECURITY AND PERFORMANCE AND PAYMENT BOND

A. Bid Security

The Proposer must submit a bid security with its Proposal in the amount of \$5,000.00. 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 the ten (10) 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 STD awarded) prepared on the applicable bond form(s) attached hereto. See Attachments 4 & 5, and Section 5.0, Article 11 for further details.

2.0 SCOPE OF SERVICES

2.1 BACKGROUND

In Miami-Dade County, hereinafter referred to as the "County," a Special Taxing District (STD) is a mechanism used by communities, wherein property owners elect to pay special assessments levied on their properties in order to receive public services and/or improvements, which could not otherwise conveniently or equitably be provided. In the County, some of these services include security guard services. The County, as represented by the Miami-Dade County Public Works Department, is soliciting proposals from qualified firms to provide professional, Level 2, unarmed security guard services to provide a visible safety and passive security program at various STD locations.

Services at a given STD location shall be provided by a single selected Proposer. It is the County's intention to a) solicit proposals from as many Proposers as are interested, that will most professionally and consistently provide an acceptable level of security guard service at a competitive price, b) allow each STD Home Owner Association (HOA) to participate in the selection process to provide the services at the specific STD location, and c) award contract per STD locations. Contract award is contingent upon, among other things, compliance with the requirements for insurance and a separate Performance and Payment Bond for each STD location awarded (see Section 5.0, Terms and Conditions, Article 11).

2.2 SPECIAL TAXING DISTRICT (STD) LOCATIONS

All STD locations listed below require stationary security guard services, with the exception of Miami Lakes Loch Lomond, which requires both stationary and roving patrol security guard services, and Sable Palm, which requires only roving patrol security guard services. Following is the list of STD locations for the required Level 2, unarmed security guard services, including the number of guard houses, and addresses for each location. All locations require twenty-four hours a day security guard service. The service requirements and boundaries for each location are further defined in Exhibit A, Proposed District Boundaries.

	District #	Special Taxing District Name	Number of Guardhouses	Address
1	G-195	Belle Meade	1	654 NE 76 Street, Miami
2	G-189	Belle Meade Island	1	7651 NE 9 th Avenue, Miami
3	G-199	Biscayne Beach	1	960 Stillwater Drive, Miami Beach
4	G-201	Biscayne Point	1	1101 S. Biscayne Point Road, Miami Beach
5	G-203	Coventry	1	1799 NE 198 Terrace, North Miami Beach
6	G-221	Enchanted Lake	2	2210 NE 192 nd Street, North Miami Beach 19831 NE 23 rd Avenue, North Miami Beach
7	G-241	Entrada	1	3690 Matheson Avenue, Miami
8	G-232	Four Way Lodge Estates	1	3498 Poinciana Avenue, Miami
9	G-223	Gables by the Sea	2	5765 SW 128 th Street, Coral Gables 5975 SW 134 th Street, Coral Gables
10	G-187	Hammock Oaks Harbor	1	701 Campana Avenue, Coral Gables
11	G-194	Highland Gardens	1	21050 Highland Lakes Blvd., Miami
12	G-220	Highland Lakes	2	20445 Highland Lakes Blvd., Miami 2560 NE 209 Terrace, Miami
13	G-193	Keystone Point	3	1801 Keystone Blvd., North Miami 1801 Ixora Road, North Miami 12301 North Bayshore Drive, North Miami
14	G-235	Kings Bay	1	6640 SW 144 Street, Coral gables
15	G-256	Lakes by the Bay South Commons	2	8820 SW 216 th Street, Miami 9320 SW 216 Street, Miami
16	G-157	Miami Lakes Loch Lomond (Guardhouse and Roving Patrol)	1	15711 Turnberry Drive, Miami Lakes
17	G-216	Miami Lakes Section One	1	8281 Balgowan Road, Miami Lakes
18	G-237	Morningside	2	420 NW 50 th Terrace, Miami 5780 NE 5 th Avenue, Miami
19	G-205	North Bay Island	1	1 79 th Street Causeway, North Bay Village
20	G-191	North Dade Country Club/Andover	2	201 NW 207 th Street, Miami Gardens 200 NW 204 th Terrace, Miami Gardens
21	G-217	Oak Forest	2	19901 NE 21 st Avenue, Miami 2330 NE 201 st Street, Miami
22	G-249	Royal Oaks East	2	16111 NW 79 th Avenue, Miami lakes 8111 NW 167 th Terrace, Miami Lakes
23	G-226	Royal Oaks Section One	2	8206 NW 162 nd Street, Miami Lakes 8211 NW 168 th Street, Miami Lakes
24	G-258	Sabal Palm (Roving Patrol Only)	0	NE 169 St & NE 14 Ave, Miami
25	G-231	Sunrise Harbour	1	1 E Sunrise Avenue, Coral Gables

Note: The County may at anytime make changes to existing service (refer to Article 14 (b)). The changes may include, but not limited to, scheduling changes, and decreases in the hours or type and level of services.

2.3 **ASSIGNMENT AND MOVEMENT OF STD LOCATIONS**

Notwithstanding the assignment of STD locations, the County reserves the right to assign additional STDs to a selected Proposer after award. Any assignment of additional STDs, after initial award, will be subject to negotiations, and based upon written resolution from the HOA. In the instance where the STD has no HOA, assignment will be subject to negotiations with a selected Proposer. If the County and the Proposer cannot negotiate a successful contract, the County may terminate negotiations and begin negotiations with another recommended Proposer, until the STD has been assigned. Upon project award, the selected Proposer's contract will be supplemented, identifying the additional STD(s) and pricing information for providing the security guard services. Future STDs requesting the security guard services will be assigned a selected Proposer using the above method of assignment, except for cause as approved by the County.

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

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. Selected Proposer(s) 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 County reserves the right to establish an alternate, streamlined method for assigning STDs.

2.4 MINIMUM QUALIFICATION REQUIREMENT

The minimum qualification requirement for this Solicitation is that Proposer shall have a Class "B", Security Agency, or Class "BB" License, Security Agency Branch Office License, issued 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.

2.5 HOURLY WAGE/BENEFITS

A. Hourly Wage

Security guards shall be paid a minimum of **\$11.82** (\$11.32 Living Wage, plus an additional \$.50) per hour for a forty-hour workweek excluding other fringe benefits. Site supervisors shall be paid a minimum of **\$12.82** (\$11.32 Living Wage plus an additional \$1.50) per hour, for a forty-hour work week, excluding other fringe benefits. Security guards and supervisors shall receive at least an additional **\$1.65** per hour of compensation, or such amount that it may be increased to, per the Living Wage Ordinance, either as hourly wages or medical benefits, the details of which are specified in Attachment 1, Supplemental General Conditions.

Note: All security officers shall receive medical insurance benefits or be paid the **\$1.65** per hour, or such amount that it may be increased to, per the living Wage Ordinance, at all times, including when working part-time, or waiting to be added to the insurance benefits program. The selected Proposer shall provide to the County a schedule of wages, incentives and benefits for each employee providing the security guard services requested herein.

B. Fringe Benefits

Security guards shall be considered full-time employees entitled to all fringe benefits normally received in established security service companies.

C. Overtime

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

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

2.6 REQUIREMENTS AND SERVICES TO BE PROVIDED**A. Requirements Prior to Notice-To-Proceed**

No later than thirty (30) days after the execution of the contract, the County will issue a Notice-To-Proceed (NTP), with the general requirements listed herein, if the selected Proposer has met the following requirements. The County reserves the right to terminate the contract if these requirements are not met within thirty (30) days of contract execution. The selected Proposer shall commence work upon issuance of the NTP by the County.

The selected Proposer shall:

1. Have a stationary base office ("dispatch location"), located within Miami-Dade County, Broward County or Palm Beach County, with the required County Business Entity Tax Receipt, and shall be owned and operated by the selected Proposer. The County reserves the right to inspect the dispatch location at any time. This dispatch location will provide centralized dispatching service manned by experienced security personnel. A mobile transmitter/receiver, operated by field personnel, will not be considered sufficient to adequately provide such service. 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 and 2-way radio at the dispatch location at all times.
2. Meet the Performance and Payment Bond requirements as specified in Section 1.9.
3. Meet the Insurance requirements as specified in Section 5.0, Article 10.
4. Provide all necessary permits, licenses and certificates for selected Proposer, selected Proposer's Security Project Manager, and Security personnel that will be assigned to the contract, verifying compliance with all applicable federal, state and municipal laws. The security guard personnel requirements are specified in Section 2.6(C). The County reserves the right to interview and approve security personnel.
5. Have communication equipment that meets the requirements as specified in Section 2.9(B).
6. Immediately after the award of the contract and prior to the NTP, the selected Proposer shall conduct an STD and dispatch location on-site and in-depth review with the County Project Manager of the total contract requirements covering the following:
 - a) Policy and specific procedures for responding to an emergency;
 - b) Proposed security personnel eligibility documentation;
 - c) Proposed security personnel training procedures;
 - d) Communication system;
 - e) Inspection system and corrective action procedures; and
 - f) Post Orders.

B. General Requirements

The selected Proposer shall:

1. Furnish management, supervision, manpower, equipment, supplies, etc. necessary to provide security services at each STD location for which selected Proposer is awarded a contract.
2. Provide continuous twenty-four hour a day, 365 days per year, unarmed security services for the purpose of providing a visible safety and passive security program at each of the STD locations awarded.
3. Provide security guard service at each STD locations' guardhouse, as specified herein. Each guardhouse shall be provided with a two-way radio (transmitter-receiver) furnished by the selected Proposer. The service will consist of at least one unarmed security guard operating at the guardhouse,

located at the entrance to the community at the STD locations illustrated on the attached maps (Exhibit A).

4. Issue to each security guard assigned to this project, an approved identification badge. Said identification badge shall be worn while on duty at all times. The badge shall include a laminated employee photograph, employee number, physical description, employee title, and company name.
5. Issue uniforms to each security guard, which are the same for each class of employees (security guard and security supervisors). The style and color must be distinguishable from the uniform of any police agency in the County. The cost of uniforms and other equipment, as further described in Section 2.9(B), shall be the responsibility of the selected Proposer.
6. Display the Post Orders, at each security guardhouse, as specified in Section 2.10(D).
7. Provide, to each employee performing security guard services, sufficient training in basic security guard duties, as specified in Section 2.6(D). This training shall take place prior to the security guard commencing the services required herein.
8. Provide a security guard, designated as a full-time Site Supervisor, for **each** guardhouse, who shall inspect the location at least once per shift, seven days per week. Documentation of a sufficient number of personnel scheduled, so as to fulfill this requirement, shall be required.
9. Provide the following documents, as specified in Section 2.6(C) below; for each security guard assigned to guard post, prior to the security guard start of work in the STD.
 - a) Urinalysis reports (by outside agency within preceding 60 days)
 - b) Medical examination reports (dated within preceding 60 days)
 - c) Training certification
 - d) Proof of minimum education requirements
 - e) Licenses
 - 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

C. **Security Guard Personnel Requirements**

Level 3 security guards shall meet certain minimum requirements or standards regarding background, education, experience, health, citizenship and security requirements, as established in this Section, to be eligible to perform security guard services requested herein, unless specifically and individually waived by the County Project Manager or designee. Security guards assigned by the selected Proposer to perform security guard services shall a) be fully trained in the requirements of the service, b) meet all contract requirements, and c) be approved for duty by the County prior to reporting for duty on original assignment. Security guards shall be approved and trained in order to be an emergency relief guard for absent regular security guard personnel.

All levels of security guards shall meet the following requirements:

1. **Minimum Age:** Security guard shall be a minimum of 21 years of age.
2. **Driver's License:** A valid State of Florida driver's license (required if assigned to roving patrol).
3. **Licensing/Certification Requirements:** Security guard shall be licensed by the state of Florida with a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493. All security guards shall maintain licensing requirements at all times while providing service to the County. Any person directing the activities of the security guards shall also meet the licensing requirements, per Florida Statute 493.6303, and possess a Class "MB" license and a Class "M" license, if applicable.

4. Background Check: All levels of security guards shall have a state and national criminal history background check, completed prior to providing service to the County, and shall be certified by the FDLE as having no felony conviction record. Misdemeanor convictions will be evaluated on a case-by-case basis, and may be grounds for disqualification, at the discretion of the County. A security guard may not provide services to the County, if security guard has:
 - a. Any felony, sexual or domestic violence conviction;
 - b. Been discharged from the military under any conditions other than honorable; and/or
 - c. Any history of irresponsible behavior, including, but not limited to, a problem employment record, as determined by the County Project Manager or designee.

Note: The selected Proposer may obtain these background checks from a private source, or may utilize the services of Miami-Dade County Employment Recruitment Department, at the established cost of the requested service.

5. Citizenship Status: Security guard shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card, Form 1-151, 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, or a completed I-9 Form.
6. English Language Literacy Requirements: Security guard shall be fully literate (i.e., read and write) in the English language and be able to clearly speak English.
7. Medical Test and Health Requirements: Security guard shall successfully complete a medical examination to be conducted at selected Proposer's expense, prior to duty assignment, or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the guard's ability to perform the services herein. The security guard shall:
 - a) Be in good general health, without physical defects or abnormalities which would interfere with the performance of duties;
 - b) Be free from any communicable disease;
 - c) Be alcohol and drug free;
 - d) Possess binocular vision, correctable to 20/20 (Snellen);
 - e) Not be colorblind; and
 - f) Be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet without benefit of artificial hearing devices.
8. Educational Background and Experience: Level 2 security guards shall possess, at a minimum, a high school diploma or certified equivalency diploma (G.E.D.), and be able to document a work history or educational background which includes at least **one** of the following qualifications:

Level-2 Security Guard/Site Supervisor

- Minimum of five years experience as a licensed security guard;
- Minimum of two years military experience;
- Civilian or Military law enforcement or Corrections accreditation;
- Four-year (bachelor's) degree from an accredited college or university;
- Two-year (associate) degree from an accredited college and one year experience as a licensed security guard.

The County may consider alternate qualifications.

Notes: a) All required experience shall be from within the US or its territories; b) all experience shall be fully and readily verifiable; and c) applicants with military service shall provide a copy of the DD-214L form and have received a honorable discharge from duty in order to be accepted. The County Project Manager or designee may consider and approve alternate forms of proof.

D. Training Requirements

The selected Proposer shall provide mandatory, on-site orientation training to all security guards as specified in the Post Orders, prior to duty assignment. The training shall consist of, but not be limited to, a) general and specific orders of the STD location, b) policy and specific procedures for responding to emergencies at the STD location, c) procedures for access control and operation of the security system, d) report writing, e) safety and fire prevention, f) police authority and jurisdiction, g) identification, and h) other security matters.

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

The County will reimburse selected Proposer for the training of security guards assigned to the STDs, at the contracted hourly rate (see Section 2.5), for up to four hours of work for each guard who is approved, and after the guard has completed 160 hours (one month) of work after said training.

2.7 SECURITY GUARDS SPECIFIC TASKS AND RESPONSIBILITIES

Depending on the needs of each STD location, the County may require slight variations, as issued in the NTP, on the tasks and responsibilities outlined below. The following tasks and responsibilities shall be performed by security personnel employed by the selected Proposer to provide security guard services to the STDs.

A. Site Supervisor

The Site Supervisor shall a) be assigned as a security guard at the STD location, with additional responsibilities at the site to include but not be limited to, a) supervising security guards, on-site training and work direction to guards, b) remaining in instant communication with the selected Proposer's central dispatch location, c) observing the condition and performance of the other guards, the condition of the guard house, the guard house environment and level of activity. Duties may also include the tasks and responsibilities listed below for Security Guard.

B. Security Guard

The Security Guard shall:

- a) Report to work on time and remain on assigned duties until relieved as required.
- b) Maintain good personal and uniform appearance and be courteous to the public at all times. Uniforms shall be clean and pressed and include name tags (see Section 2.9.B).
- c) Maintain order and use good judgment and discretion in handling unruly or trespassing public.
- d) Maintain daily logs and write daily reports, and incident reports. Incident reports shall be on a pre-approved County form.
- e) Operate a marked motor vehicle where required (if assigned to roving patrol).
- f) Maintain a professional atmosphere within areas of assignment.
- g) Not read newspapers, magazines, religious materials or any other non-work related items while providing services to the County. In addition, newspapers and magazines are prohibited from being anywhere on post. It is the responsibility of each security guard to ensure at the start of each shift that this policy is followed, (e.g., security guards need to be sure that there are no newspapers, unauthorized reading materials, televisions, cell phones, or any other unauthorized items in the area of the post) because security guards will be held responsible and liquidated damages will be assessed.

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

2.8 REPORTING REQUIREMENTS

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 Project Manager or designee can conduct further investigation, if needed. All bound logbooks become the property of the County upon its replacement. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition. The selected Proposer shall maintain all logbooks. Upon expiration of the contract or earlier as required by County Project Manager or designee, the selected Proposer shall deliver all such logbooks to the County, at a place to be determined by the County Project Manager.
- B. A copy of all reports and all major incidents shall be furnished to the County Project Manager or designee.
- C. An incident report shall be completed whenever any unusual events and/or criminal event occur. Such events include, but are not limited to, discharge of firearms, major criminal act or any safety hazards. Security guards shall consult the selected Proposer's Site Supervisor when in doubt about any reports. If there are any injuries, 911 should be called immediately. The central dispatch location shall be notified immediately after calling 911.
- 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 central dispatch location immediately after the incident occurs.

2.9 EQUIPMENT, MATERIALS AND SUPPLIES**A County Supplied Items**

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

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

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

B. Selected Proposer Supplied Items

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

- a) Communication Equipment: A two-way radio (transmitter-receiver), licensed for use by the FCC, is required for each guardhouse. This criteria and all other facets of the selected Proposer's radio communications system will be evaluated by County radio technicians or other person(s) designated

by the County Project Manager or designee prior to the issuance of NTP. Should the system be judged inadequate to provide service within the contractual standards specified herein, and the selected Proposer is unable or unwilling to make changes deemed necessary by the County, the NTP will not be issued.

- b) Special Equipment: One working flashlight (two "D" cell size or larger) shall be available at the guardhouse. Selected Proposer shall be responsible for maintain a supply of replacement batteries.
- c) Uniforms: Each security guard shall wear a complete, clean, well-fitting uniform as is initially approved by the County. Uniform shall include a shirt and cap. Uniforms, and the wearing of them, shall in general conform to standards and usage prescribed and in effect for security guards. All security guard personnel performing the services requested herein shall wear the same color and style of uniform. The selected Proposer shall supply a cold-weather jacket for each security guard required to perform duties while exposed to cold or wet weather conditions. All cold or wet weather clothing shall be identical in style and color for each guard.

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

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

- d) Security Guards, if assigned to roving patrol, shall be required to operate licensed and insured marked motor vehicles in order to conduct vehicular patrols of an area. Said vehicles shall be provided, and all expenses for their maintenance and operation shall be paid by the selected Proposer. Any security guard assigned to a post where he/she will be operating a motorized vehicle, shall have a valid driver's license. The selected Proposer shall comply with insurance requirements as specified in Section 5.0, Article 10, and the insurance shall be sufficient to cover the use of vehicle.

2.10 WORK PRACTICES, STANDARDS AND DUTIES

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

A. Standards of Conduct

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

B. Work Schedules

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

a) Posting Work Schedules

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

b) Relief

The security guard shall not leave the post until properly relieved by duty personnel assigned to the following shift, if such shift is scheduled, or unless specifically authorized by the County. The selected Proposer shall provide breaks as required by Federal and Florida State law. Security guards, who are on a break, shall remain at their assigned post unless relieved by a properly trained relief. Any violations may result in removal of the security guard, and/or may result in penalties (refer to Section 2.12).

c) Starting and Stopping Work

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

d) Limitations on Hours and Assignments

No security guard shall provide more than twelve hours of service, including all break periods, within a twenty-four hour period, unless the work periods are separated by an eight hour non-duty period. This limitation may be waived by the County in emergency situations that are beyond the control of the selected Proposer (e.g., weather conditions, civil disturbances, natural disasters, etc. preventing the next shift from getting to the post). Each occurrence will require an individual waiver provided by the County Project Manager or designee.

C. Recording Presence

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

D. STD Post Orders

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

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

E. Reports, Records and Desk Book

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

F. Emergency Assistance

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

G. Lost and Found

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

H. Hazardous Conditions

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

I. Removal from Duty

If the County Project Manager determines a selected Proposer is disqualified or unfit for duty, the County Project Manager will request that the selected Proposer immediately remove said security guard from duty. The selected Proposer must comply with all such requests.

a) Disqualification

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

b) Unfit for Duty

For clarification, a determination of unfitness may be made from, but not limited to, incidents involving the most immediate identifiable types of misconduct or delinquency as set forth below:

- Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, or refusing to render assistance or cooperate in upholding the integrity of the security program at the STD.
- Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- Disorderly conduct, use of abusive or offensive language intimidation by words or actions, or fighting. Also, participation in disruptive activities which interfere with the normal and efficient guardhouse operation.
- Theft, vandalism, or any other criminal actions.
- Selling, consuming or being under the influence of intoxicants, drugs or substances which produce similar effects.
- Unethical or improper use of official authority or credentials.
- Unauthorized use of communications equipment or County property.
- Violation of security procedures or regulations.
- Recurring tardiness.
- Failure to have display proper identification or produce applicable registration.
- Use of County telephones for purposes other than to report to supervisors or to report emergencies.

J. Replacement Employees

The selected Proposer shall provide the training outlined in Section 2.6(D), to each replacement security guard prior to the security guard start of work at any STD location. All security guards shall be approved by the County Project Manager or designee prior to assignment to STD.

K. Waivers

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

L. Weapons

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

2.11 PENALTIES AND DEDUCTIONS

The following penalties for nonperformance or unsatisfactory performance may be imposed by the County against the selected Proposer.

A. Major Incidents

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

- Failure to provide security guard coverage.
- Security guard sleeping on duty.
- Security guard working under the influence of drugs or alcohol.
- Security guard participating in any collusion of criminal activity such as theft, vandalism, sale of drugs or alcohol.
- Falsifying logbook entries or status reports.
- Failure to provide a written report documenting an incident or accident.
- Failure to properly train any security guard employee.
- Disorderly conduct, use of abusive or offensive language, intimidation by words or action, or fighting.
- A security guard working over 13 consecutive hours at guard post (see 2.10.B).

B. Minor Incidents

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

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

Note: The deduction schedule will be applied separately for each documented violation. All compliance deductions will be applied by the County against the selected Proposer's invoice.

2.12 VIOLATIONS

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

A. Personnel Violations: These violations may include, but not limited to: tardiness, sleeping on duty, failure to follow post orders, abandoning post, failed to report for duty, inappropriate behavior, improper or badly soiled uniform, failure to make report, improper State licensure (e.g., not on person, expired), improper records, reports or logbook, vehicle irregularities, unauthorized visitors on post, not signing in or out in logbook, personal phone use, or health deficiencies

B. Administrative Violations: These violations may include, but not limited to: improperly or insufficiently equipped, no radio or inoperative radio, no vehicle or inoperative vehicle, inadequate writing skills, inadequate training, lack of contract supervision, excessive hours on duty (not approved in advance by County), violations of local, State, or Federal laws, Regulations, or Ordinances, criminal records check not complete or hired security guards with criminal records, difficulty in speaking or understanding English, and/or being understood by others, failure to have current post orders on site, or invoicing discrepancies/inaccuracies.

- C. **Special Violations:** These violations may include, but not limited to: reassignment of any personnel previously suspended or removed from duty by the County, failure to notify the County of an arrest of personnel, improper internal employee fines or wage practices, false statements or falsification of any documents required by the County.
- D. **Repeated Violations:** Repeated violations of any type or a particularly serious violation at the same STD location may result in the removal of the selected Proposer from the STD by the County. The STD may be assigned to another selected Proposer. Similarly, new or existing STDs may be assigned to a different selected Proposer, in the best interest of the County, if there has been a demonstrated pattern of incompetence by the existing selected Proposer. See Section 2.3, Assignment and Movement of STD locations.

2.13 **DOCUMENTATION**

All records pertinent to administration and management of the Services shall be maintained at a local office and are subject to inspection by the County at any time.

- A. The selected Proposer shall maintain, at a minimum, the following documents at the central dispatch station:
- Financial records: invoices, employee payroll and other associated backup documentation;
 - FCC License;
 - Log Books;
 - Incident Reports; and
 - Employee Personnel File.
- B. 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 hereunder. A copy of said violations shall be placed in the employees personnel file. The personnel files shall contain copies of, but not limited to, the following documents:
- a) FDLE and national criminal background check which shall be updated on a yearly basis;
 - b) Medical examination, including drug test results, which shall be updated, on a yearly basis;
 - c) Training test results along with a copy of the test;
 - d) Proof of education and experience;
 - e) State Security Officer licenses "D", "G" and "DI" as applicable;
 - f) Employment application and verifications of prior employment;
 - g) Proof of certification for Law Enforcement experience;
 - h) A copy of DD-214 Long form for Military and Coast Guard experience;
 - i) A copy of a valid State of Florida Drivers license, with documentation of five year driver's history; and
 - j) Proof of Citizenship, Resident Alien card or Work Permit.

Note: Failure to comply with any of these requirements constitutes a material breach of the contract, and may result in non-performance penalties as specified in Section 2.11.

2.14 **PROGRESS MEETINGS**

The County may hold mandatory meetings, at the discretion of the County Project Manager or designee, for the purpose of discussing issues relevant to the performance and/or administration of the security guard services provided by the selected Proposer. The County Project Manager or designee, reserves the right to schedule meetings at any time during the contractual period by notifying selected Proposer, by phone or in writing. The selected Proposer's Account Manager or other appropriate person, as requested by the County, shall be present at all meetings scheduled by the County Project Manager or designee unless specifically waived by the County Project Manager or designee. In emergency cases, advanced notice is not required.

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.

3.2 Proposal Format

Submit only **one proposal** to apply for as many of the STD locations as Proposer is interested in providing security guard service. The Proposal shall follow the proposal format requirements and shall clearly indicate which STD location the Proposer's submittal is intended for on Form A-1.

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	20
5. Financial Capability	10
<u>Price Criteria</u>	<u>Points</u>
6. Proposer's proposed price	10

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

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 the Department of Procurement Management for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact the Department of Procurement Management at (305) 375-5773 or access www.miamidade.gov/dpm. 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

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. The Evaluation/Selection Committee will submit the list of recommended Proposers to each STD HOA. Each HOA will then recommend the firm they wish to enter into negotiations with, via written Resolution, to provide the services to the specific STD location. In the instance where the STD has no HOA, or the HOA does not provide a written Resolution, the Evaluation/Selection Committee will recommend a Proposer to enter into negotiations with, to provide the services. The Evaluation/Selection Committee will submit their final recommendations, along with the HOA's written Resolutions, to the County Manager. The County Manager or designee will determine with which

Proposer(s) the County shall negotiate, if any. In his sole discretion, the County Manager 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 selected Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Manager's or designee's discretion, begin negotiations with another recommended Proposer (see Section 2.3). This process may continue until a contract(s) 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 and 10-33.1 of the Miami-Dade County Code as amended by Ordinance 08-113. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

4.9 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Manager or designee for approval. All Proposers will be notified in writing when the County Manager or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. The County reserves the right to assign STDs, through mutual agreement, to a selected Proposer, if deemed 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. 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.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County workdays of the filing of the County Manager's recommendation. This three day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.
- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

- D. For award recommendations greater than \$250,000, the County's recommendation to award or reject will be immediately communicated (via mail, fax or e-mail) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000, each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 NW 1st Street, Miami, FL. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Solicitation.

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

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 DPM website at www.miamidade.gov 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, Department of Procurement Management, prior to the commencement of any work under any agreement, Certificate(s) 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
Attachment 2: Master Guardhouse Post Orders
Attachment 3: Desk Book and Post Orders
Attachment 4: Performance and Payment Bond Cash
Attachment 5: Performance and Payment Bond Surety
Exhibit A: Special Taxing District Boundaries
Proposal Submission Package

(This is the form of agreement the County anticipates awarding to the selected Proposers.)

Security Guard Services for Special Taxing District (Level 2 Guards)

Contract No. RFP717

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between _____, a corporation organized and existing under the laws of the State of _____, having its principal office at _____ (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide _____, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 717 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

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

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

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), Price Schedule (Appendix B), Living Wage Ordinance (Appendix C), State of Florida "B" License (Exhibit A), Miami-Dade County Occupational License (Exhibit B), RFP No.717 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean _____ and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) Appendices to these terms and conditions (the Scope of Services and Price Schedule), 3) the Miami-Dade County's RFP No. 717 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

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

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date on the first page of this Contract, and shall end on the last day of the 24th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for three, two-year option to renew. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) to the County

- a) to the Project Manager:

Miami-Dade County
Public Works Department
111 NW 1st Street, 16th Floor
Miami, FL 33128
Attention: Department Director
Phone: (305) 375-2960
Fax: (305) 375-3338

and,

- b) to the Contract Manager:

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

(2) To the Contractor

Attention:
Phone: ()
Fax: ()
E-mail:

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as specified in Appendix B, Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

ARTICLE 8. PRICING

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

However, the County may consider an adjustment to price based upon an increase to the Living Wage. If approved, the hourly rate shall then be increased by an amount equal to the dollar value of the Living Wage increase.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five

days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

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

Miami-Dade County
Public Works Department
111 NW 1st Street, 16th Floor
Miami, FL 33128
Attention: Donald Tock

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

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

Upon County's notification, the Contractor shall furnish to the Department of Procurement Management, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis, including Personal Injury Liability, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**

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

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

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

OR

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

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

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

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

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

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

this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. PERFORMANCE AND PAYMENT BOND

The Contractor agrees to execute and deliver simultaneously with the executed Contract, a Contractor's Performance and Payment Bond prepared on the applicable bond form(s) (see Attachment 3 and 4). The Bond(s), in the amount of 100% of the Contract amount may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength as set forth below:

Surety Bond Qualifications: The following specifications shall apply to all types of bonds.

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

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

On bond amount of 500,000 or less, the provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued,
 2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and
 3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.
- B. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "**Surety Companies Acceptable on Federal Bonds**", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
- C. The attorney-in-fact or other officer who signs the bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The bond must be countersigned by the surety's resident Florida Agent.

The Contractor may in lieu of a surety bond, submit a cash bond, conditioned upon the faithful performance of the work in strict accordance with this Contract and with the Scope of Services and the completion of the same free from all liens and within the time limit herein specified. The

bond shall be so worded as to make the Contract a part thereof and shall contain a clause providing the right of suit or action for whose benefit said bond shall be executed as disclosed by the text of said Bond and Contract to the same extent as if he or they were the obligee or obligee therein specifically mentioned, and all such persons shall be held or deemed to be obligee thereof.

Florida Statutes 255.05 provide for the following conditions to be made in all Performance and Payment Bonds relating to public projects.

"A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection."

"A claimant who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment."

"No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies."

ARTICLE 12. MANNER OF PERFORMANCE

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

- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 13. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

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

ARTICLE 14. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 15. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

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

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

ARTICLE 16. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 17. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 18. AUDITS

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

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 19. SUBSTITUTION OF PERSONNEL

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

ARTICLE 20. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 21. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will

have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 22. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

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

ARTICLE 23. SEVERABILITY

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

ARTICLE 24. TERMINATION AND SUSPENSION OF WORK

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

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

- d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.
- f) All compensation pursuant to this Article is subject to audit.

ARTICLE 25. EVENT OF DEFAULT

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

ARTICLE 26. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to

rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 27. REMEDIES IN THE EVENT OF DEFAULT

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

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

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 28. FAILURE TO PERFORM (Liquidated Damages)

The Contractor 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 Project Manager or designee's assessment of all liquidated damages will be final. The County will accomplish this by deducting the amount of the liquidated damages from subsequent payments due for service rendered by the selected Proposer. Repeated violations or patterns of violations will result in a doubling or tripling of the amount of liquidated damages. Subsequent violations will result in vendor non-performance.

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 Project Manager or designee, in order to afford the selected Proposer time to notify the County of extenuating circumstances.

The graduation of liquidated damages will occur with the involvement of the same Special Taxing District (STD) location, selected Proposer's personnel, and a pattern of the same incidents at multiple STDs.

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 Project Manager or designee. In such circumstances, the selected Proposer will receive copies of such actions, and will be awarded the opportunity to respond, in accordance with County non-performance procedures. Upon documentation of non-performance actions, the County Project Manager or designee may take actions (beyond the imposition of liquidated damages), that may include the following but are not limited to:

ARTICLE 29. PATENT AND COPYRIGHT INDEMNIFICATION

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

ARTICLE 30. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the

prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

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

ARTICLE 31. PROPRIETARY INFORMATION

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

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

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

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

ARTICLE 32. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 33. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST**a) Vendor Registration**

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Section 2-8.8 of the County Code)
13. **Environmentally Acceptable Packaging**
(Resolution R-738-92)
14. **W-9 and 8109 Forms**
(as required by the Internal Revenue Service)
15. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
(Section 2-1076 of the County Code)
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

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

ARTICLE 34. INSPECTOR GENERAL REVIEWS**Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

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

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

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

and corruption.

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

ARTICLE 35. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

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

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or

abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 36. NONDISCRIMINATION

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

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

ARTICLE 37. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals

and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 38. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

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

ARTICLE 39. BANKRUPTCY

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

ARTICLE 40. GOVERNING LAW

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

ARTICLE 41. COUNTY USER ACCESS PROGRAM (UAP)**a) User Access Fee**

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

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

b) Joint Purchase

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

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

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

c) Contractor Compliance

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

ARTICLE 42.

The provisions of Miami-Dade County Ordinance 99-44 apply to this Contract. The Contractor hereby agrees to comply with the provisions of Ordinance 99-44 as presented in the Supplemental General Condition (Attachment 1), and acknowledges awareness of the penalties for non-compliance.

ARTICLE 43. SURVIVAL

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

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

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____
Corporate Secretary/Notary PublicAttest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency_____
Assistant County Attorney

SUPPLEMENTAL GENERAL CONDITION

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 pursuant to these specifications, a bidder is hereby agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained from the department issuing the specifications for this solicitation.

This Supplemental General Condition is organized with the following sections:

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

1. DEFINITIONS

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

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- F. "Contracting officer" means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.
- G. "County" means the government of Miami-Dade County or the Public Health Trust.
- H. "Covered employee" means anyone employed by any service contractor, as further defined in County Code Section 2-8.9, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with the County.
- I. Covered employer means any and all service contractors and subcontractors of service contractors providing covered services. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:
- (1) the service contractor is paid in whole or in part from the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, for contracted covered service whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and
 - (2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or
 - (3) the service contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the Covered Services defined herein at any Miami Dade County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement or otherwise.
- J. Covered services are services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:
- (1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over \$100,000 per year for the following services:
 - (i) food preparation and/or distribution;
 - (ii) security services;

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- (iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
 - (iv) clerical or other non-supervisory office work, whether temporary or permanent;
 - (v) transportation and parking services including airport and seaport services;
 - (vi) printing and reproduction services; and,
 - (vii) landscaping, lawn and/or agricultural services.
- (2) Services Provided To Miami-Dade County Aviation Facilities: Any service that is provided by a GASP Permittee to a Miami-Dade County Aviation Department Facility or any other service Contractor that provides any of the following services to a Miami-Dade County Aviation Department facility is a covered service without reference to any contract value.
- (i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;
 - (ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;
 - (iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;

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- (iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;
 - (v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;
 - (vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to supply such services;
 - (vii) Janitorial Services;
 - (viii) Delayed Baggage Services;
 - (ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,
 - (x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.
- K. "Debar" means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to section 10-38 of the Code of Miami-Dade County.
- L. "Living wage" means the minimum hourly pay rate with or without health benefits as further described in Section 2-8.9 of the Code of Miami-Dade County and as indexed from year to year.

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- M. "Living Wage Commission" means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications submitted by covered employers, reviewing quarterly reports on complaints filed by employees and making recommendations to the County Mayor and Commission.
- N. "Project manager" means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.

2. MINIMUM WAGES AND POSTING OF INFORMATION

- A. All covered employees providing covered services shall be paid a living wage of no less than \$12.97 per hour or \$11.32 per hour with qualifying health benefits, as described in this section and in the Living Wage Ordinance. When the covered employer seeks to comply with the Living Wage Ordinance by choosing to pay the wage rate applicable, when also paying qualifying health benefits, such health benefits shall consist of at least \$1.65 per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of such benefits must be submitted to the applicable department to qualify for the wage rate for employees with health benefits.
- B. Pursuant to Section C of County Code Section 2-8.9, the Living Wage rate must be annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade.
- C. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account. The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
- D. Covered employers must post in a visible place on the site where such contract work is being performed, a notice specifying the (1) wages/benefits to be paid; (2) the amount of liquidated damages for any failure to pay such specified combined overall hourly wage rate and benefits; and (3) the name and address of the responsible official in Miami-Dade County to whom written complaints should be sent. Posting requirements will not be required where the employer prints the following statements on the front of the covered employee's paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All

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notices will be printed in English, Spanish and Creole. Any complaints of underpayment must be filed in writing with the Director of the Department of Business Development, 175 Northwest First Avenue, 28th Floor, Miami, FL 33128, (305) 349-5960.

- E. Covered employers must refrain from terminating or otherwise retaliating against an employee performing work on the contract even though a complaint of practices has been filed by the employee or other investigative or enforcement action is being taken regarding such service contractor.

3. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

- A. In the event of any underpayment of required wage rates, the contractor may be liable to the underpaid employee for the amount of such underpayment within thirty (30) days of the findings of violation. Covered employers found to be in violation of the requirements of Section 2-8.9 may also be required to pay liquidated damages of up to \$500 to the County for each employee of the covered employer who performs any portion of the contract work for each week, or portion thereof, that is paid less than the specified applicable living wage rate. Request for appeals of violations must be filed in writing with the compliance officer within ten (10) days of receipt of the violation.
- B. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Department of Business Development (DBD) for depository into the DBD Trust Fund. Proceeds from the "Trust Fund" shall be held for one (1) year and if not claimed by the underpaid employee, shall be transferred to the State of Florida.
- C. The County may withhold from a service contractor any moneys payable on account of work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Section 2-8.9, the project manager may withhold or cause to be withheld from the service contractor under this agreement so much of the accrued payments or advances as may be considered necessary to pay employees of the covered employer the full amount of wages required by the contract. In the event of failure to pay any covered employee, employed or working on the project, all or part of the wages required by the contract, the project manager may, after written notice to the service contractor, take such action as may be necessary to cause the suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the covered employee only in accordance with the provisions of Section 6, "Complaints and Hearings; Contract Termination and Debarment".

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- D. In addition to the payment of penalties and backwages, repeat offenders may be debarred from doing business with the County for a period of up to five years and/or have their contracts terminated.

4. PAYROLL; RECORDS; REPORTING

- A. Each covered employer shall maintain payrolls for all covered employees and records relating thereto and shall preserve them for a period of three (3) years. The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; if applicable, a record of health benefit payments including contributions to approved plans; and any other data or information the Living Wage Commission or compliance officer should require from time to time.
- B. The service contractor shall provide a certificate to the applicable department, with every invoice or requisition for payment, that includes the name, address, and phone number of the covered employer, a local contact person, and the specific project for which the service contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the contract specifications; and the name and social security number of every employee that provided service for that requisition for payment.
- C. The covered employer shall submit the information required hereunder every six (6) months, to the applicable department a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.
- D. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees hired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.
- E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for debarment. The service contractor is responsible for the submission of the information required hereunder and

for the maintenance of records and provision of access to same by all subcontractors.

5. SUBCONTRACTS

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

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

- A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.
- B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:
 - (1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
 - (2) The penalties assessed;
 - (3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,
 - (4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.

- C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.
- D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.
- E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Section 2-8.9.
- F. In addition to the payment of penalties and back wages, the County Manager may debar, for a period not to exceed five (5) years, a service contractor or subcontractor and the principal owners and/or qualifying agents thereof found to have violated the requirements of Section 2-8.9 a second time. If the County Manager determines a covered employer failed to comply with these provisions a third time, the non-complying covered employer's service contract with the County may be terminated.
- G. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment, and any other remedies available to the County.

SECURITY GUARD SPECIAL TAXING DISTRICT GUARDHOUSE-ONLY POST ORDERS

DESK BOOK AND POST ORDERS

METROPOLITAN DADE COUNTY

Public Works Department
Special Taxing Districts Division

Last Updated: March 1, 2001

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SECTION 1: ARRIVAL AND CHECK-IN

1.1 ARRIVAL

- 1.1.1 Arrive on-site *before* the start of your shift.
- 1.1.2 Park only in the assigned area.
- 1.1.3 Arrive completely uniformed, with a neat appearance.

1.2 CHECKING IN

- 1.2.1 Check that the post and equipment are clean, orderly, accounted for and operational.
- 1.2.2 Question the departing guard and inspect the logbook and any Police Alert Sheets for all information about any previous or continuing problems affecting the post.
- 1.2.3 Call your dispatcher to report starting work, and tell him about any problems or needs.
- 1.2.4 Sign the logbook to record your arrival and start of duty.

SECTION 2: GENERAL RESPONSIBILITIES AND PROCEDURES

2.1 TRAFFIC HANDLING

- 2.1.1 When any vehicle approaches, *STAND OUTSIDE OF THE GUARDHOUSE* with the vehicle log clipboard in hand; if it is raining, stand in the doorway.
- 2.1.2 All vehicles without a resident decal, for which you open the gate, *must* be handled as visitors.
- 2.1.3 Handle the Arriving Visitor:
 - 1) *DO NOT QUESTION THE VISITOR.*
 - 2) Assist the driver as necessary.
 - 3) Record all required vehicle information.
 - 4) Raise gate when it is safe, and when doing so will not cause a conflict with another vehicle.

2.1.4 Do not unnecessarily delay motorists, but be sure to follow all post orders.

2.1.5 All exiting traffic is to be recorded from 0000 to 0600 hours.

2.2 KEEPING POST CLEAN

2.2.1 Place trash bag(s) out for sanitation truck .

2.2.2 Sweep and pick up trash as necessary.

2.3 GATE OPERATION

2.3.1 All vehicles must stop before the gate is raised.

2.3.2 Keep the gate lowered between vehicles, except while using the restroom.

2.3.3 Remove the gate arm if it malfunctions (See Section 4.5, "Malfunctions").

2.3.4 Replace the gate arm if broken.

2.4 LIGHTING

2.4.1 Light the outside and the main-area inside lights between sunset and sunrise.

SECTION 3: RECORD KEEPING

3.1 DAILY REPORTING IN LOGBOOK

3.1.1 You must record the following:

- 1) Visits by County and Guard Company personnel
- 2) All telephone calls
- 3) Equipment malfunctions
- 4) Irregularities
- 5) All maintenance or repair visits

3.2 TRAFFIC LOGGING

3.2.1 For **Visitor's Vehicles** you must record:

- 1) Arrival time and date
- 2) Vehicle description
- 3) License tag number
- 4) Visible company name
- 5) Any *volunteered* destination

3.2.2 For **Pedestrians and Bicycles** you must record:

- 1) Arrival time and date
- 2) Description
- 3) Any *volunteered* destination

3.2.3 For **Emergency Vehicles** you must record:

- 1) Arrival time and date
- 2) Description
- 3) Agency
- 4) Any *volunteered* destination

3.2.4 For **Official Government Vehicles** you must record:

- 1) Arrival time and date
 - 2) Government Agency
 - 3) Unit number if shown on the outside of the vehicle
- (Examples are: Police, Fire, County, City, Postal, School Buses)
(Note that this procedure does **NOT** include recording the tag number)

3.3 RECORDING INCIDENTS

3.3.1 You must write an incident report for:

- 1) Serious equipment problems
- 2) Confrontations
- 3) Any call to have the dispatcher call 911
- 4) Actual, suspected or potential criminal activity.
- 5) Any injury or vehicle damage occurring at the post

3.4 MAINTENANCE AND REPAIRS LOGGING

3.4.1 All visits by maintenance, cleaning or repair personnel must be logged, both in the site log book, and on the blue maintenance log sheets.

3.5 WRITING AND HANDLING LOGS AND REPORTS

3.5.1 All records must use 24 hour (military) time format

3.5.2 Records must be recorded in blue or black ink

3.5.3 Only Special Taxing District Division and Guard Company personnel may remove records. Refer other persons making such requests to the Special Taxing District Office at 375-2005.

SECTION 4: EMERGENCIES, CONFRONTATIONS AND INCIDENTS

4.1 OBSERVING CRIMINAL ACTIVITY

e 4.1.1 Keep alert and observe activities around the guardhouse.

4.1.2 Report any observed or suspected violations of the law to the dispatcher.

4.1.3 Record any suspicions, even if you don't call the dispatcher.

4.2 HANDLING CONFRONTATIONS

4.2.1 Politely tell anyone demanding that you violate the post orders, "I'm sorry, your request violates my post orders. You may wish to discuss your request with the

Special Taxing District Division personnel at 375-2005".

4.2.2 Threats or verbal abuse are not to be returned.

4.2.3 If you believe that you are, or will be, in physical danger, call your dispatcher.

4.3 **HANDLING SUSPICIOUS INQUIRIES**

4.3.2 Do not provide any information concerning residents.

4.3.2 Make an incident report with the details of any non-resident over-inquiring about security or residents.

4.4 **HANDLING MALFUNCTIONS/SHORTAGES/BREAKAGES**

4.4.1 Report **Non-Emergency Problems** by leaving a note for the Dade County Special taxing Division Security Supervisor, or notifying your dispatcher.

4.4.2 Report **Emergency Problems** to your dispatcher.

4.5 **CRIME AND SERIOUS INCIDENT HANDLING**

4.5.1 Handle **Crime Emergencies** as follows:

- 1) Record details
- 2) Call the dispatcher
- 3) Observe for related activity
- 4) Fill out incident report

4.5.2 Handle **Non-emergency Crimes or Traffic Accidents** as follows:

- 1) Record details
- 2) Call your dispatcher
- 3) Fill out an incident report

4.5.3 Handle **Medical or Fire Emergencies** as follows:

- 1) Record details
- 2) Call your dispatcher
- 3) Fill out incident report

4.6 VEHICLE/GATE COLLISIONS AND PROPERTY DAMAGE

- 4.6.1 Do not summon the police for *unintentionally* damaged gate arms.
- 4.6.2 For any other damage to the facility, have the dispatcher summon the police.
- 4.6.3 Tell any motorist wishing payment for damages that he must wait for the police to be summoned, and that he must submit a claim to the County.
 - 1) Call the dispatcher and have him summon the police
 - 2) Check the vehicle for damage
 - 3) Fill out an incident report
 - 4) Record the case number given by the police
 - 5) Give the driver a claim information sheet or tell him to contact information:

Special Taxing Districts Division
111 NW 1 Street, Suite 1510
Miami, FL 33128-1970
Telephone 375-2005

SECTION 5: PROHIBITIONS

5.1 PROHIBITED EQUIPMENT AND MATERIALS

- 5.1.1 These items are specifically forbidden:
 - 1) Televisions
 - 2) Firearms or weapons
 - 3) Non-business related reading materials
 - 4) Video games
 - 5) Personal telephones, including cellular telephones and other wireless telephones
- 5.1.2 Other items will be excluded, as necessary, by the County Security Supervisor.

5.2 PROHIBITED ACTIVITIES

- 5.2.1 Do not play music or radio loudly.
- 5.2.2 Do not leave the post before you are relieved.

5.2.3 Do not sleep at the post, or appear to be asleep.

5.2.3 Do not use the telephone except for emergencies or security business.

5.3 PROHIBITED INTERACTIONS

5.3.1 Do not permit visitors to remain at the post.

5.3.2 Do not provide information to non-residents other than directions. Refer any such requestors to the Special Taxing Districts Division at 375-2005.

5.3.3 Do not provide addresses of residents.

5.3.4 Do not accept deliveries for others at the guardhouse.

5.3.5 Do not smoke while interacting with the public.

5.4 SCOPE OF RESPONSIBILITIES

5.4.1 Restrict your activities to what is in these post orders.

SECURITY GUARD SPECIAL TAXING DISTRICT

DESK BOOK AND POST ORDERS

METROPOLITAN DADE COUNTY

Public Works Department
Special Taxing Districts Division

Last Revised: November 7, 1997

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SECTION 1

ARRIVAL AND CHECK-IN

1.1 ARRIVAL

- 1.1.1 Arrive on site before the start of your shift.
- 1.1.2 Park your personal vehicle at the lot at the entrance.
- 1.1.3 Arrive completely uniformed, with a neat appearance.

1.2 CHECKING IN

- 1.2.1 Check that the post and equipment are clean, orderly, accounted for and operational.
- 1.2.2 Question the departing guard and inspect the log for all information about any previous or continuing problems affecting the post.
- 1.2.3 Call your dispatcher to report starting work, and tell him about any problems or needs.
- 1.2.4 Sign the logbook to record your arrival and start of duty.

SECTION 2

GENERAL GUARDHOUSE RESPONSIBILITIES AND PROCEDURES

2.1 TRAFFIC HANDLING

- 2.1.1 When any vehicle approaches, *STAND OUTSIDE OF THE GUARDHOUSE* with the vehicle log clipboard in hand, ready to handle the arriving vehicle.
- 2.1.2 Non-emergency vehicles for which you must raise the gate shall be handled as visitors. Emergency vehicles shall be recorded, but not delayed. Tag numbers are not required to be recorded for government vehicles.

2.1.3 Handle the arriving visitor:

- 1) *DO NOT QUESTION THE VISITOR.*
- 2) Assist the driver as necessary.
- 3) Record required vehicle info (see sect. 3.2.1) **BEFORE** raising gate.
- 4) Raise gate.

2.1.4 Do not needlessly delay motorists, but be sure to follow these steps, in order.

2.2 KEEPING POST CLEAN

2.2.1 Place trash bag(s) out for sanitation truck .

2.2.2 Sweep and pick up trash as necessary.

2.3 GATE OPERATION

2.3.1 All vehicles must stop before the gate is raised.

2.3.2 Lock the exit gate up for large vehicles.

2.3.3 Remove the gate arm if it malfunctions (See Section 4.5, "Malfunctions").

2.3.4 Replace the gate arm if broken.

2.4 LIGHTING

2.4.1 Light the outside and the main-area inside lights between sunset and sunrise.

2.5 COMMUNICATION WITH PATROL CAR

2.5.1 If the patrol does not report for 30 minutes, advise your dispatcher.

2.5.2 Advise the patrol of the description of any suspicious persons or vehicles entering the district.

2.5.3 Call the patrol for assistance, or for relief in order to use the

restroom.

- 2.5.4 Advise the patrol to return to the guardhouse when an inspector arrives.
- 2.5.5 Advise the patrol of the location of any complaint by a resident.

SECTION 3

RECORD KEEPING

3.1 DAILY REPORTING IN LOGBOOK

3.1.1 You must record the following:

- 1) Visits by County and Guard Company personnel
- 2) All telephone calls
- 3) Equipment malfunctions
- 4) Irregularities
- 5) All maintenance or repair visits

3.2 TRAFFIC LOGGING

3.2.1 For Visitor's Vehicles you must record:

- 1) Arrival time and date
- 2) Vehicle description
- 3) License tag number or Vehicle Identification (VIN) Number
- 4) Visible company name
- 5) *Volunteered* destination

3.2.2 For Pedestrians and Bicycles you must record:

- 1) Arrival time and date
- 2) Description
- 3) *Volunteered* destination

3.2.3 For Emergency Vehicles you must record:

- 1) Arrival time and date
- 2) Description

- 3) Agency
- 4) *Volunteered* destination

3.2.4 For **Official Government Vehicles** you must record:

- 1) Arrival time and date
- 2) Government Agency
- 3) Unit number if shown on the outside of the vehicle

(Examples are: Police, Fire, County, City, Postal, School Buses)

3.3 RECORDING INCIDENTS

3.3.1 You must write an incident report for:

- 1) Serious equipment problems
- 2) Confrontations
- 3) Any request for the dispatcher to call 911
- 4) Actual, suspected or potential criminal activity.
- 5) Any injury or vehicle damage occurring at the post

3.4 WRITING AND HANDLING LOGS AND REPORTS

3.4.1 All records must use 24 hour (military) time format

3.4.2 Association Directors may inspect the logs at the post

3.4.3 Only Special Taxing District Division and Guard Company personnel may remove records. Refer any such requests to the Special Taxing District Office at 375-2005.

SECTION 4

EMERGENCIES, CONFRONTATIONS AND INCIDENTS

4.1 OBSERVING CRIMINAL ACTIVITY

4.1.1 Keep alert and observe activities around the guardhouse.

4.1.2 Report any observed or suspected violations of the law to the dispatcher.

- 4.1.3 Record any suspicions, even if the dispatcher is not notified.

4.2 HANDLING CONFRONTATIONS

- 4.2.1 Politely tell anyone demanding that you violate the post orders, "I'm sorry, your request violates my post orders. You may wish to discuss your request with the Special Taxing District Division personnel at 375-2005".
- 4.2.2 Threats or verbal abuse are not to be returned.
- 4.2.3 If you believe that you are, or will be, in physical danger, call your dispatcher.

4.3 HANDLING SUSPICIOUS INQUIRIES

- 4.3.1 Do not provide any information concerning residents.
- 4.3.2 Make an incident report with the details of any non-resident over-inquiring about security or residents.

4.4 HANDLING MALFUNCTIONS/SHORTAGES/BREAKAGES

- 4.4.1 Report problems to your dispatcher.

4.5 CRIME AND SERIOUS INCIDENTS

- 4.5.1 Handle Crime Emergencies as follows:

- 1) Record details
- 2) Call your dispatcher
- 3) Notify the patrol
- 4) Observe for related activity
- 5) Fill out an incident report

- 4.5.2 Handle Non-emergency Crimes or traffic accidents as follows:

- 1) Record details

- 2) Call your dispatcher
- 3) Fill out an incident report

4.5.3 Handle Medical or Fire Emergencies as follows:

- 1) Record details
- 2) Call your dispatcher
- 3) Fill out incident report

4.6 VEHICLE/GATE COLLISIONS AND PROPERTY DAMAGE

4.6.1 Check for injuries.

4.6.2 Do not summon the police for *unintentionally* damaged gate arms.

4.6.3 For any other damage to the facility, summon the police.

4.6.4 Tell any motorist wishing payment for damages that he must wait for the police to be summoned, and must submit a claim to the County.
Then:

- 1) Call your dispatcher, and ask that the police be summoned
- 2) Check the vehicle for damage
- 3) Fill out an incident report
- 5) Give the driver a claim information sheet, or tell him contact:
Security Program Administrator
Special Taxing Districts Division
111 NW 1 Street, Suite 1510
Miami, FL 33128
Telephone 375-2702

SECTION 5

MOBILE PATROL

5.1 START OF PATROL

5.1.1 Inspect the patrol car when you start your patrol. Record the condition of the car in the patrol log book.

5.2 PATROL SCHEDULE

5.2.1 Patrols shall be no less than two hours long. The patrol car shall return to the guard house, and the guards shall switch duties when possible, every two hours, on the hour, starting at the beginning of each shift. Exception will be made when two guards employed by the patrol service vendor are not on duty.

5.2.2 Patrolling shall be done continuously, except during:

- a. Use of the restroom
- b. Patrol change
- c. Giving of aid to the stationary guard

5.3 PATROL METHOD

5.3.1 Patrol at less than 15 mph.

5.3.2 Look around and listen for any suspicious or unusual activity.

5.4 PATROL AREA

5.4.1 Patrol only within the Old Cutler Bay Special Taxing District.

5.5 COMMUNICATIONS

5.5.1 Radio the guardhouse every fifteen minutes, and advise them of your status.

5.5.2 Do not use the radio for unnecessary communications.

5.6 COMMERCIAL VEHICLES

5.6.1 Follow any observed commercial vehicles to their destinations.

5.6.2 Record the destinations of observed commercial vehicles.

5.7 SUSPICIOUS VEHICLES AND PERSONS

- 5.7.1 Follow any suspicious vehicle reported by the guardhouse, or discovered by you, to its destination.
- 5.7.2 Observe activities of the occupants of any suspicious vehicle until you are convinced that they intend no criminal activity.
- 5.7.3 Follow and observe any persons going from door-to-door, such as solicitors, until they leave the district. Report to the guardhouse if they do anything suspicious.

5.8 SUSPICIOUS ACTIVITY

- 5.8.1 Station the patrol car a safe distance from any observed suspicious activity, or a burglar alarm that is sounding. Report this to the guardhouse, and remain until either the authorities arrive or you are convinced that all is well.
- 5.8.2 Leave the area if it is unsafe for you.

5.9 SCOPE OF DUTIES

- 5.9.1 Do not do anything other than:
 - a. Patrolling
 - b. Observing
 - c. Reporting
 - d. Recording

SECTION 6

PROHIBITIONS

6.1 PROHIBITED EQUIPMENT AND MATERIALS

- 6.1.1 These items are specifically forbidden:
 - 1) Televisions
 - 2) Non-business-related reading materials
 - 3) Computers
 - 4) Firearms or weapons
 - 5) Video games

- 6.1.2 Other items will be excluded, as necessary, by the County.

6.2 PROHIBITED ACTIVITIES

- 6.2.1 Do not play music or radio loudly.
- 6.2.2 Do not leave the post before you are relieved.
- 6.2.3 Do not sleep at the post, or appear to be asleep.
- 6.2.3 Do not use the telephone except for emergencies or security business.

6.3 PROHIBITED INTERACTIONS

- 6.3.1 Do not permit visitors to remain at the post.
- 6.3.2 Do not provide information to non-residents other than directions. Refer any such requests to the Special Taxing Districts Division at 375-2702.
- 6.3.3 Do not provide addresses of residents.
- 6.3.4 Do not accept deliveries.
- 6.3.5 Do not smoke while interacting with the public.

6.4 SCOPE OF RESPONSIBILITIES

- 6.4.1 Restrict your activities to what is in these post orders.

Attachment 4

PERFORMANCE AND PAYMENT BOND

(CASH)

Attachment 4

PERFORMANCE AND PAYMENT BOND
(CASH)

KNOW ALL MEN BY THESE PRESENTS, that hereinafter called the Contractor, is held and firmly bound unto Miami-Dade County, a political subdivision of the State of Florida, in the penal sum of (\$_____), which sum is deposited by the Contractor in cash with the Finance Director of Dade County for:

(1) The faithful performance of a certain written agreement dated _____, 20 __, given by the Contractor to Miami-Dade County for the performance of _____ a copy of which agreement (**containing provisions for a Performance Bond**) is attached and by this reference made a part hereof, and

(2) To pay promptly all persons supplying the Contractor labor, material and supplies, used directly or indirectly by the Contractor, or Subcontractor, in the prosecution of the work provided for in said agreement. The provisions of Florida Statutes 255.05 are incorporated herein (**see Article 12, General Specifications "Contract Security"**).

The areas and nature of the work covered by the Performance and Payment Bond shall be as described in detail in the Contract documents.

Attachment 4

NOW THEREFORE, the conditions of the obligation are such that, if the Contractor shall in all respects comply with the terms and conditions of said Contract, for the period of time therein specified, including any renewals, extension or adjustments thereto mutually agreed upon, and shall in every respect fulfill his obligations thereunder, this obligation shall be void and the sum deposited shall be returned without interest to the Contractor by the Finance Director; otherwise, the same shall remain in full force and virtue. The Contractor agrees that said County shall have the right to perform work, or pursuant to public advertisement and receipt and acceptance of bids or proposals, cause the said work to be performed in case the Contractor should fail or refuse so to do in accordance with the terms of said Contract, and in the event that said County should exercise and give effect to such rights, the Contractor shall be liable hereunder to pay to and indemnify the County upon completion of such work the final cost to the County thereof, including, but not limited to, engineering, legal and contingent costs and expenses together with any damages, either direct or consequential, which the County may sustain on account of the failure of the Contractor to carry out and execute all the provisions of said Contract.

In the event suit is instituted against the Contractor upon this bond in which the Plaintiff shall be successful, there shall be assessed therein against the Contractor herein, in favor of the Plaintiff therein, reasonable counsel fees which the Contractor hereby expressly agrees to pay as part of the cost and expense of such suit.

Attachment 4

IN WITNESS WHEREOF the Contractor has executed under seal and delivered to Miami-Dade County these presents this ____ day of _____, 20 ____.

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

_____	_____ (SEAL)
(Witness)	(Signature of Individual)

(Witness)	(Printed Name of Individual)

WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

(Witness)	(Name of Firm)
_____	_____ (SEAL)
(Witness)	(Signature of Individual)

WHEN THE CONTRACTOR IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

(Witness)	(Name of Firm) A Partnership

(Witness)	By (Partner)

Attachment 4

WHEN THE CONTRACTOR IS A CORPORATION:

ATTEST:

(Correct Name of Corporation)

____ Secretary _____

By:

_____ President
(Corporate Seal)

WHEN THE CONTRACTOR IS A JOINT VENTURE:

ATTEST:

____ Secretary _____

(Correct Name of Corporation)

By:

_____ President
as Joint Ventures (Contractor)
(Corporate Seal)

WHEN THE CONTRACTOR IS JOINT VENTURE:

ATTEST:

(Correct Name of Corporation)

____ Secretary _____

By:

_____ President
as Joint Ventures (Contractor)
(Corporate Seal)

Attachment 5

PERFORMANCE AND PAYMENT BOND

(SURETY)

Revised 12/07/99

Attachment 5

PERFORMANCE AND PAYMENT BOND**(SURETY)**

KNOW ALL MEN BY THESE PRESENTS, that _____ as principal, and _____ a corporation organized under the Laws of the State of _____, with its home office in the City of _____ as Surety, are held and firmly bound unto Miami-Dade County, Florida, acting by and through the **BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, and their successors in office, in the sum of (\$_____) lawful money of the United States of America, for which payment well and truly to be made, the Principal and Surety respectively bind themselves, their successors, heirs and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this ____ day of _____, 20__.

WHEREAS the Principal and Dade County have entered into a written Contract for the performance of _____ as evidenced by Contract, made a part thereof, entered into between the Principal and Miami-Dade County on the ____ day of _____, 20__, including the posting of a Performance and Payment Bond.

To pay promptly all persons supplying the Contractor labor, materials and supplies, used directly or indirectly by the Contractor, or Subcontractor, in the prosecution of the work provided for in said agreement. The provisions of Florida Statutes 255.05 are incorporated herein.

The areas and nature of the work covered by the Performance and Payment Bond shall be as described in detail in the Contract documents.

Attachment 5

NOW THEREFORE, the conditions of the obligation are such, that if the Principal shall in all respects comply with the terms and conditions of these Contract Documents, for the period of time therein specified, and shall in every respect fulfill his obligations thereunder, this obligation shall be void; otherwise, the same shall remain in full force and virtue. The Principal and the Surety jointly and severally agree that said County shall have the right to perform work, or pursuant to public advertisement and receipt and acceptance of bids or proposals, cause the said work to be performed in case the Principal should fail or refuse so to do in accordance with the terms of said Contract, and in the event that said County should exercise and give effect to such rights the Principal and the Surety shall be jointly and severally liable hereunder to pay to, and indemnify the County upon completion of such work, the final total cost to the County thereof, including, but not limited to, engineering, legal and contingent costs and expenses, together with any damages, either direct or consequential, which the County may sustain on account of the failure of the Principal to carry out and execute all the provisions of said Contract.

In the event suit is instituted against the Principal and Surety upon this bond in which the Plaintiff shall be successful, there shall be assessed therein against the Principal and Surety herein, in favor of the Plaintiff, therein, reasonable Counsel fees which the Principal and Surety hereby expressly agree to pay as part of the cost and expense of such suit.

IN WITNESS WHEREOF the said Principal and said Surety hereto have caused these presents to be executed this ____ day of _____, 20 __.

Attachment 5**WHEN THE PRINCIPAL IS AN INDIVIDUAL:**

Signed, sealed and delivered in the
presence of:

(Witness) _____(SEAL)
(Signature of Individual)

(Witness) (Printed Name of Individual)

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

Signed, sealed and delivered in the
presence of:

(Witness) (Name of Firm)

(Witness) _____(SEAL)
(Signature of Individual)

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the
presence of:

(Witness) (Name of Firm) A Partnership

(Witness) By:
(Partner)

Attachment 5

WHEN THE PRINCIPAL IS A CORPORATION

ATTEST:

(Correct Name of Corporation)

_____ Secretary _____ By:

_____ President
(Corporate Seal)

(Name of Surety)

Countersigned
Florida Resident Agent

(Address of Surety)

_____ By:
(Address of Agent)

Telephone Number

NOTE: If both principal and surety are corporations, the respective corporate seals should be affixed and attached.

Attachment 5

WHEN THE PRINCIPAL IS A JOINT VENTURE:

ATTEST:

(Correct Name of Corporation)

_____ Secretary _____ By:

_____ President
as Joint Ventures (Principal)
(Corporate Seal)

ATTEST:

_____ Secretary _____ By:

_____ President
as Joint Ventures (Principal)
(Corporate Seal)

(Name of Surety)

Countersigned
Florida Resident Agent

(Address of Surety)

_____ By:
(Address of Agent)

Telephone Number

NOTE: If both principal and surety are corporations, the respective corporate seals should be affixed and attached:

Attachment 5

(Correct Name of Corporation - Joint Venture)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as principal in the within bond; that _____, who signed the said bond on behalf of the principal, was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

(Correct Name of Corporation - Joint Venture)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as principal in the within bond; that _____, who signed the said bond on behalf of the principal, was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

Attachment 5

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as principal
in the within bond; that

_____ who signed the said bond on behalf of the

principal, was then _____ of said corporation; that I know his signature, and his
signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of
said corporation by authority of its governing body.

By: _____ Secretary
(Corporate Seal)

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared:

to me well known, who being by me first duly sworn upon oath says that he is the attorney-in-fact for the

_____ and that he has been authorized by

_____ to execute the foregoing bond on behalf of the Contractor named therein in favor
of Miami-Dade County, Florida.

Subscribed and sworn to before me this ____ day of _____, A.D. 20

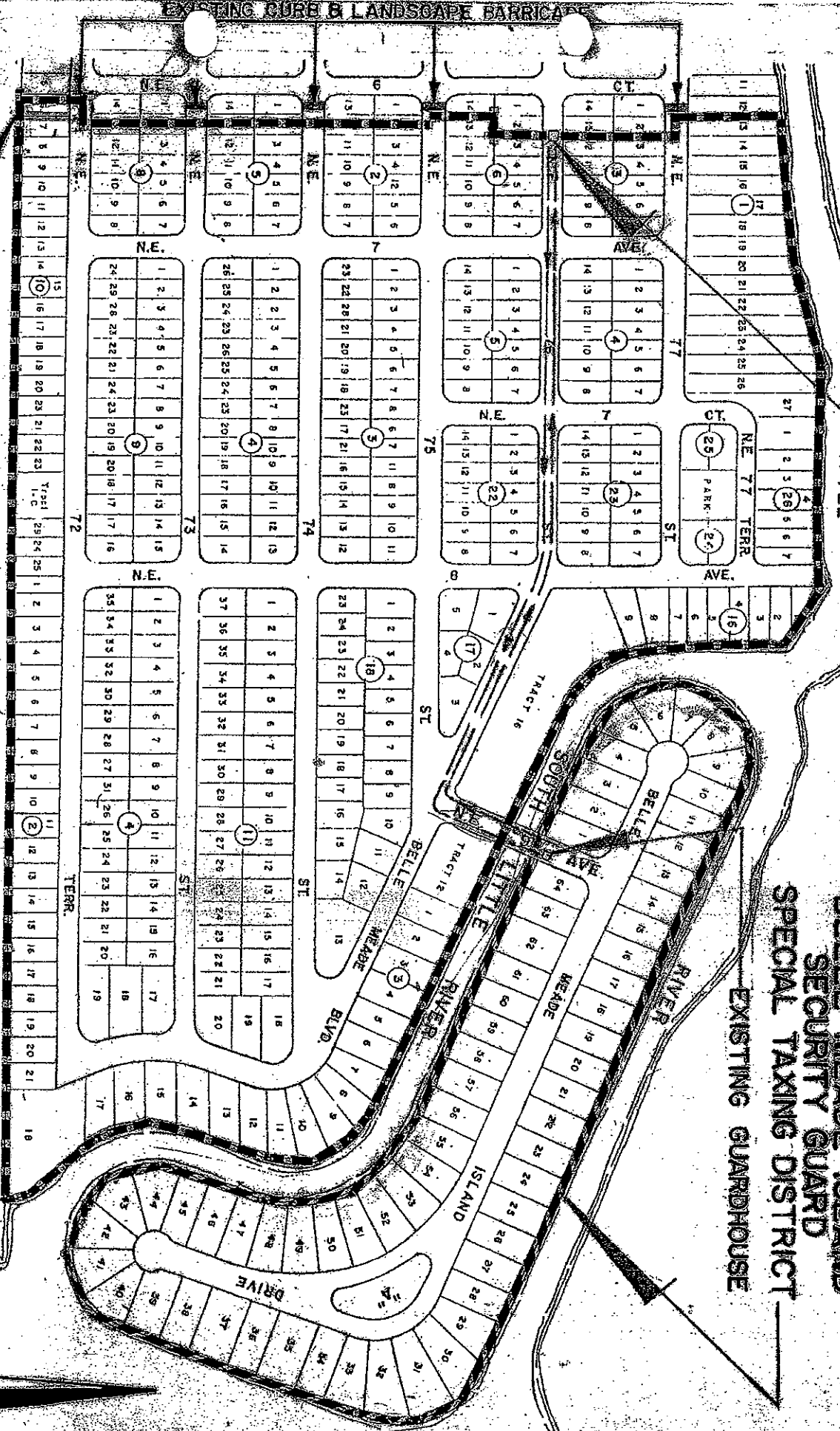
Notary Public, State of Florida at Large

My Commission Expires

EXISTING GUARDHOUSE

LITTLE

BELLE MEADE ISLAND
SECURITY GUARD
SPECIAL TAXING DISTRICT
EXISTING GUARDHOUSE



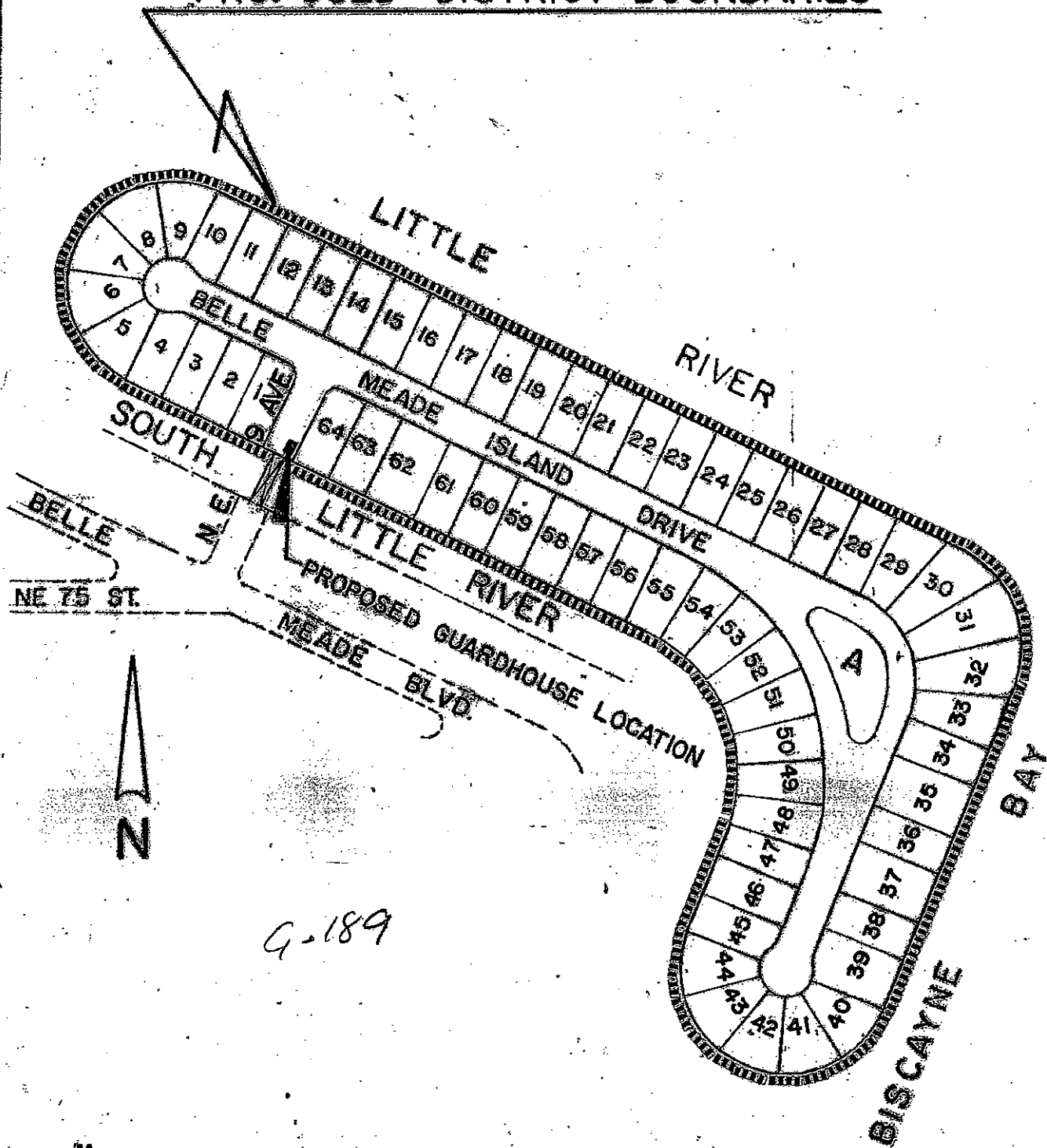
BELLE MEADE SECURITY GUARD
SPECIAL TAXING DISTRICT

SECTION 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

EXHIBIT "A"

Scale: 1" = 100'

PROPOSED DISTRICT BOUNDARIES



G-189

"BELLE MEADE ISLAND SECURITY
GUARD SPECIAL TAXING DISTRICT"

B I S C A Y N E

B A Y

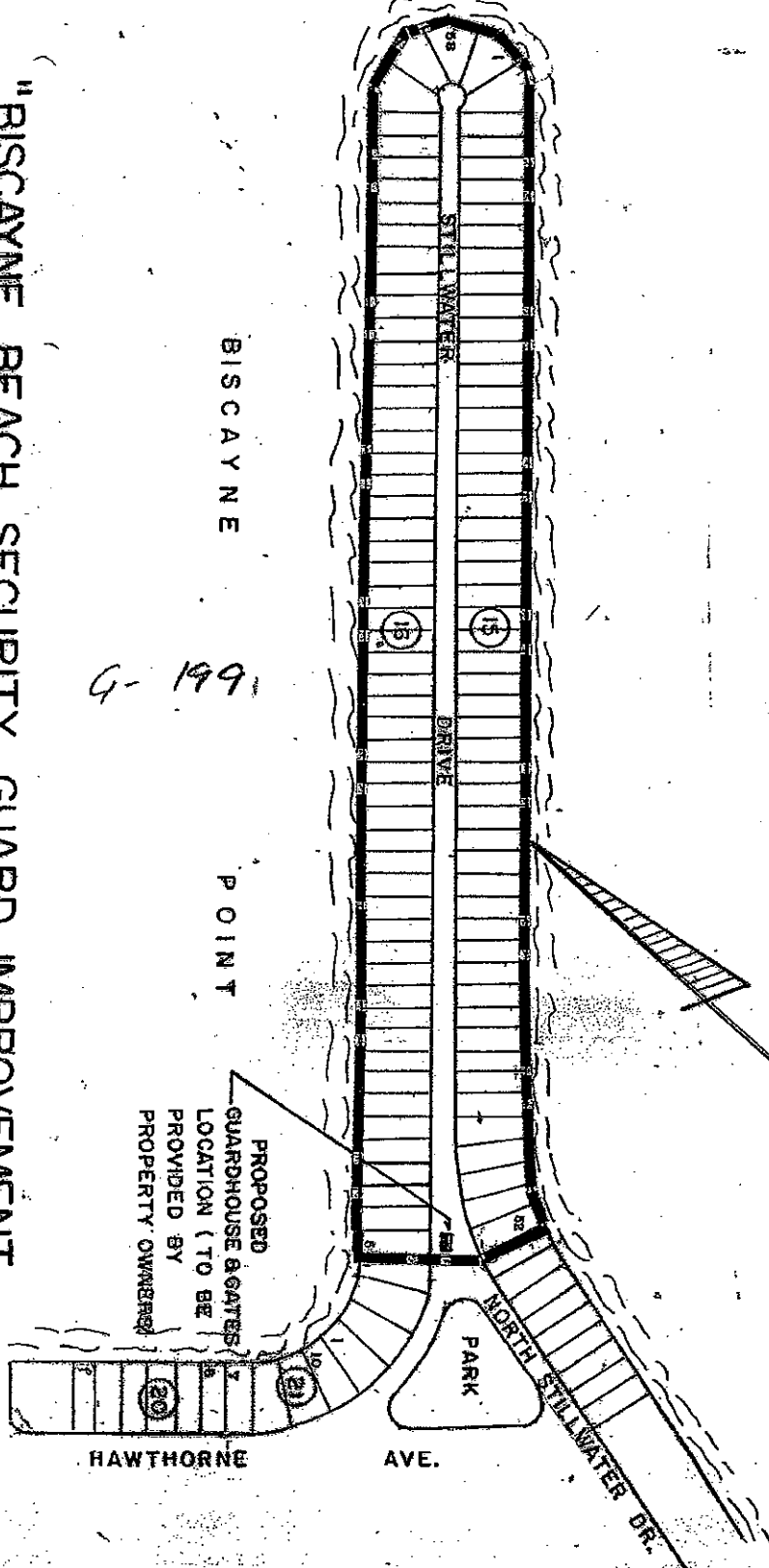
PROPOSED DISTRICT BOUNDARIES

"BISCAYNE BEACH SECURITY GUARD IMPROVEMENT

SPECIAL TAXING DISTRICT."

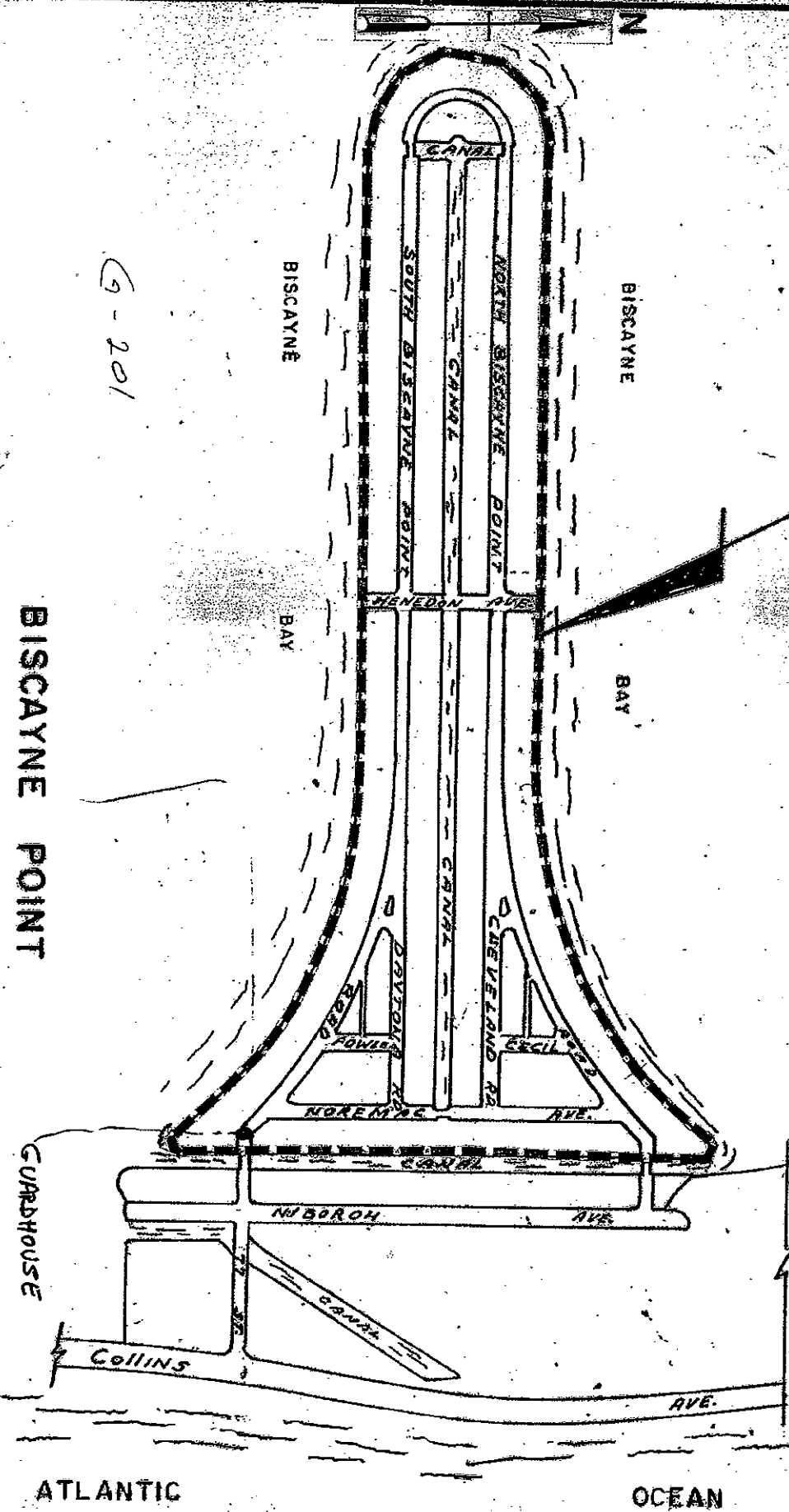
SECTION: 3 - 53 - 42.

EXHIBIT "B"



4-1991

PROPOSED DISTRICT BOUNDARIES



G-201

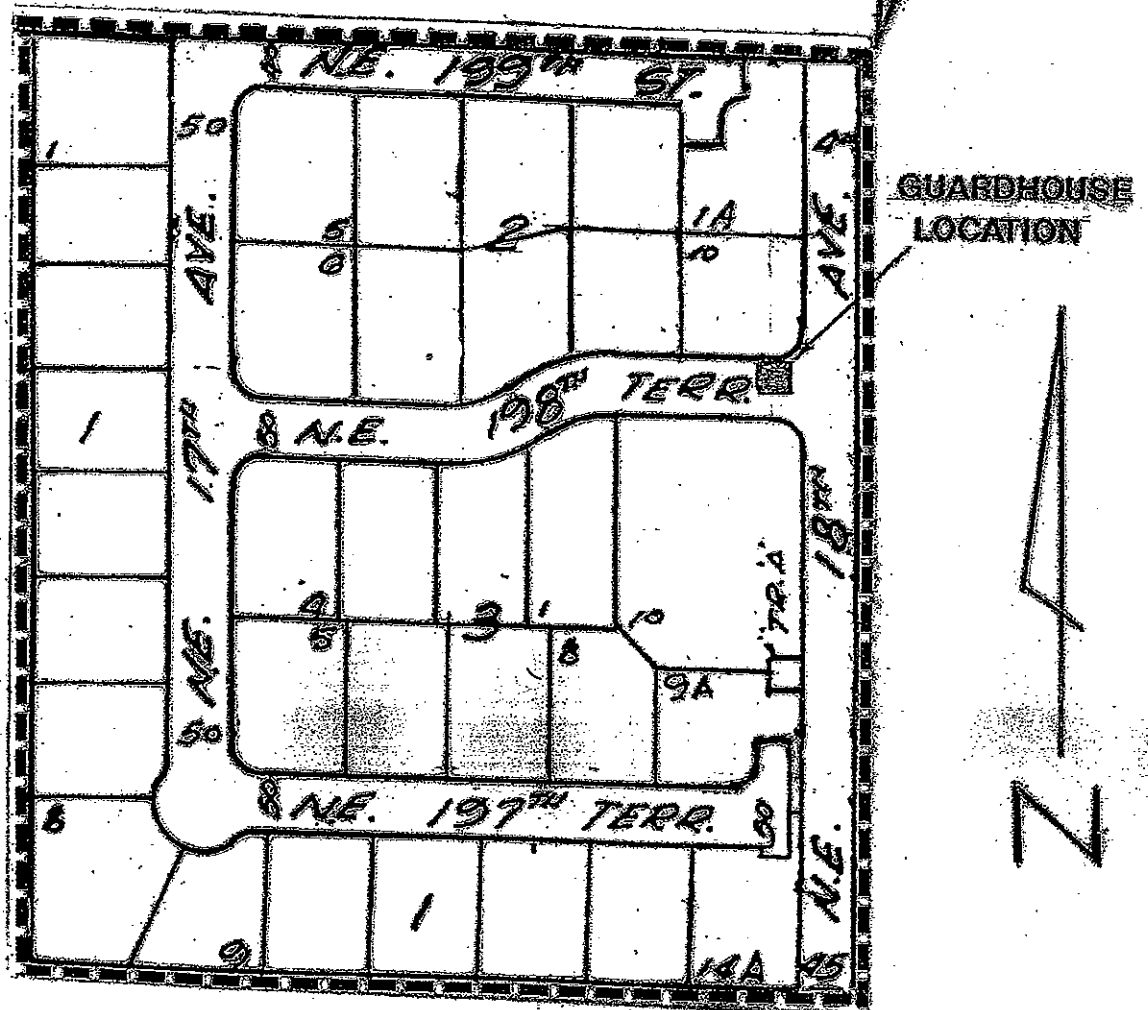
BISCAYNE POINT

SECURITY PATROL SPECIAL TAXING DISTRICT

SECTION 3-53-42

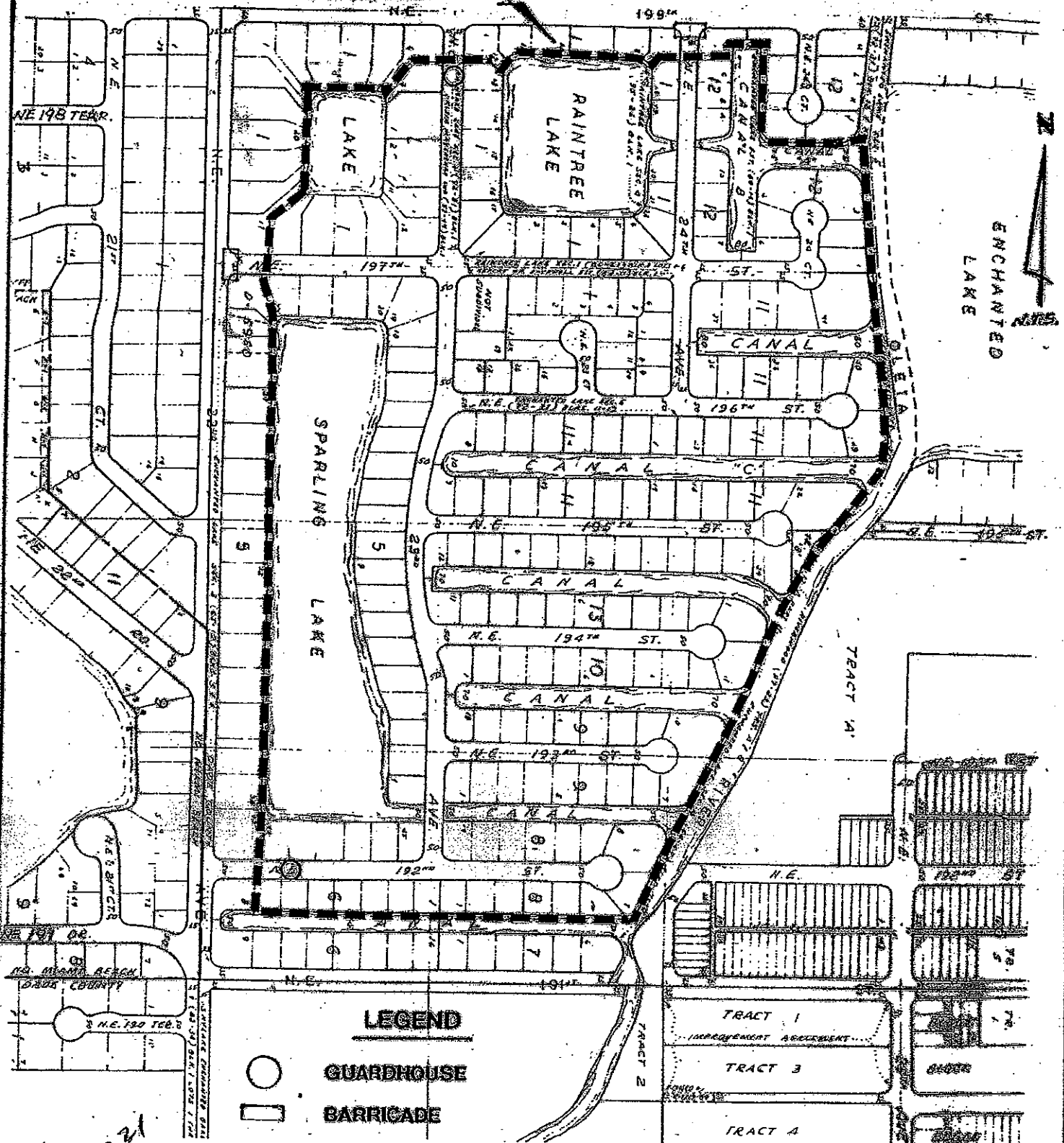
EXHIBIT 'B'

DISTRICT BOUNDARIES



COVENTRY SECURITY GUARD SPECIAL TAXING DISTRICT

PROPOSED DISTRICT BOUNDARIES



9-221

ENCHANTED LAKE SECURITY GUARD SPECIAL TAXING DISTRICT

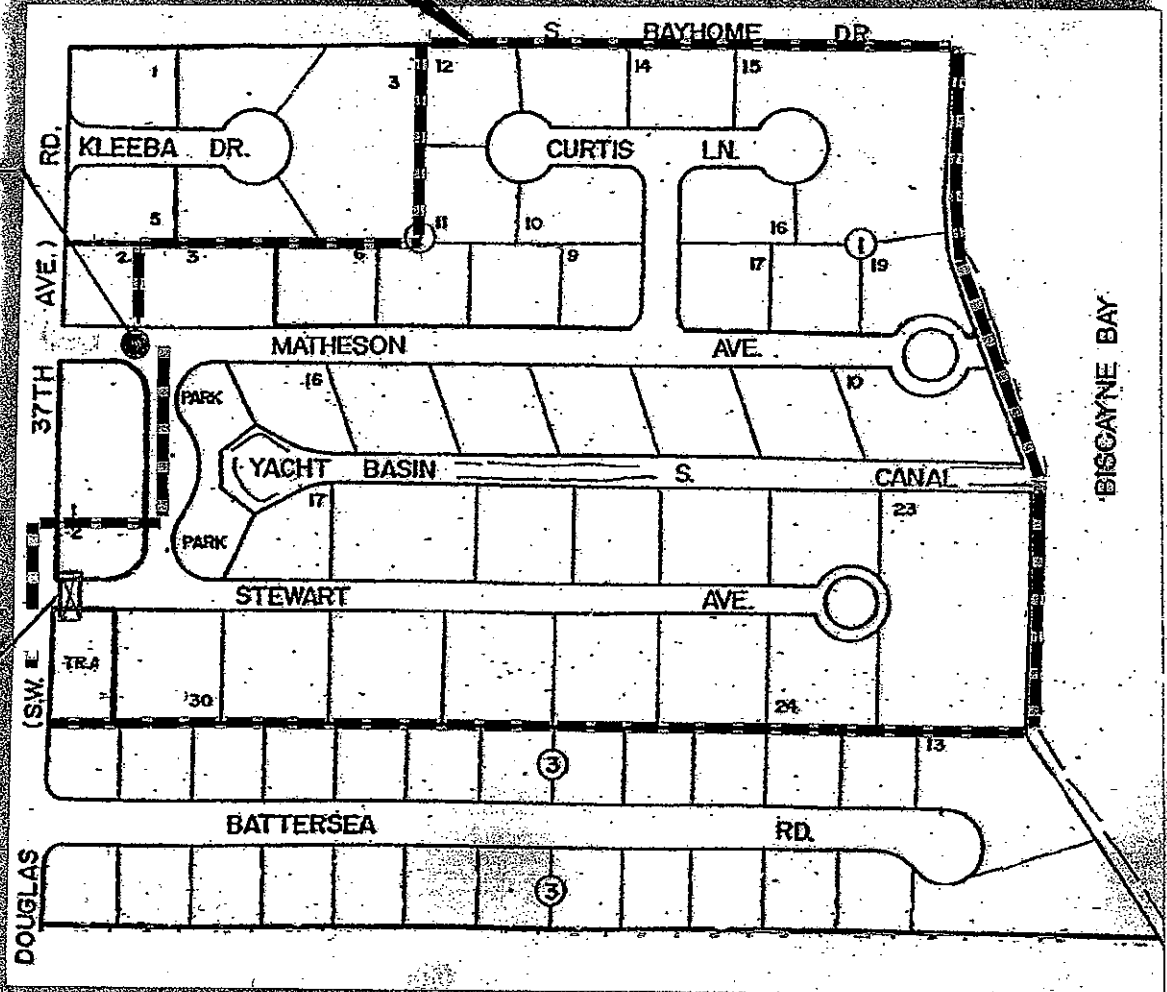
SECTION: 4-52-42

EXHIBIT "A"

PROPOSED DISTRICT BOUNDARIES

**PROPOSED
GUARDHOUSE**

**PROPOSED
BARRICADE**



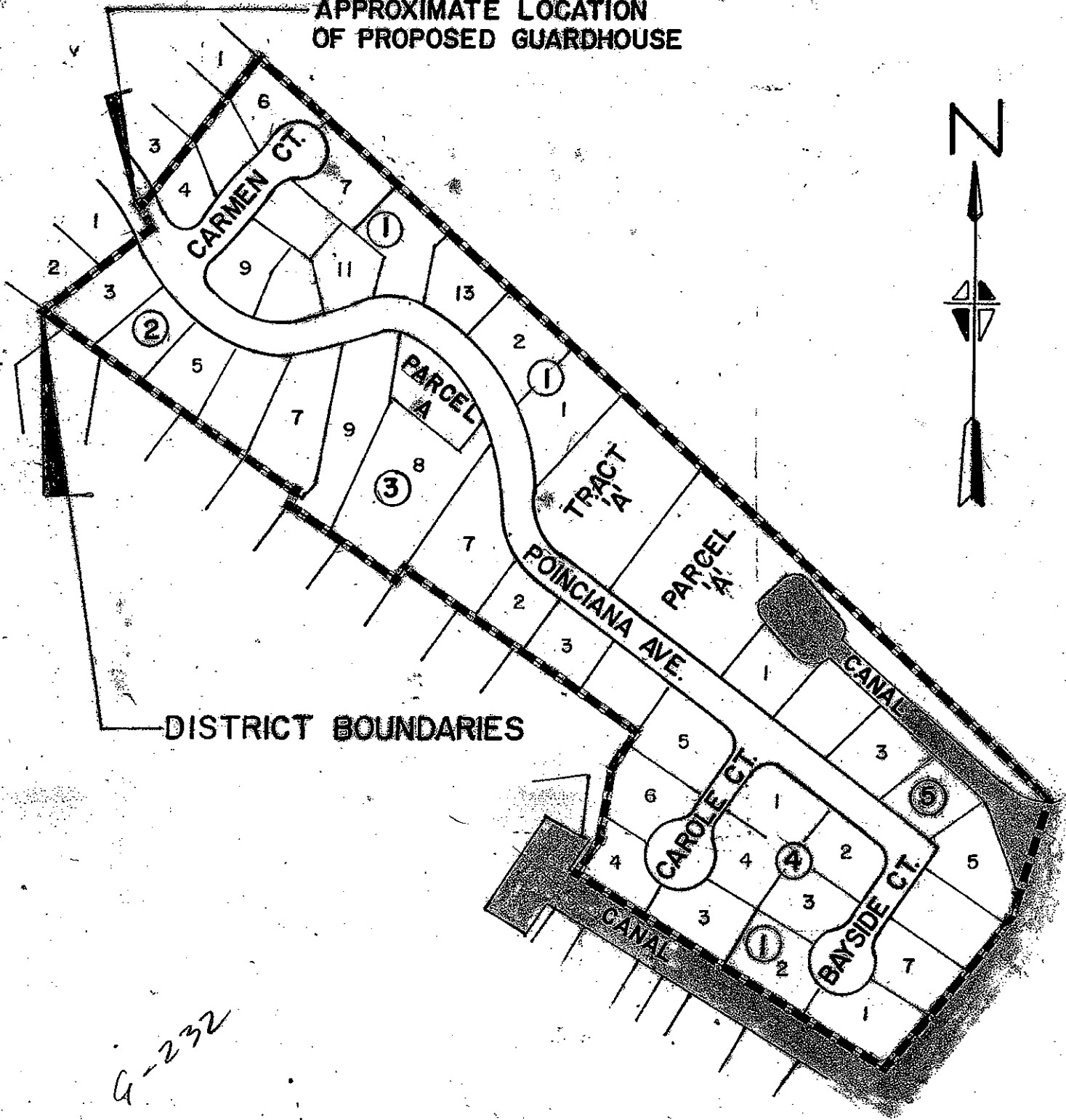
**ENTRADA
SECURITY GUARD
SPECIAL TAXING DISTRICT**

G-241 (COMM-0007)

SECTION: 28-54-41

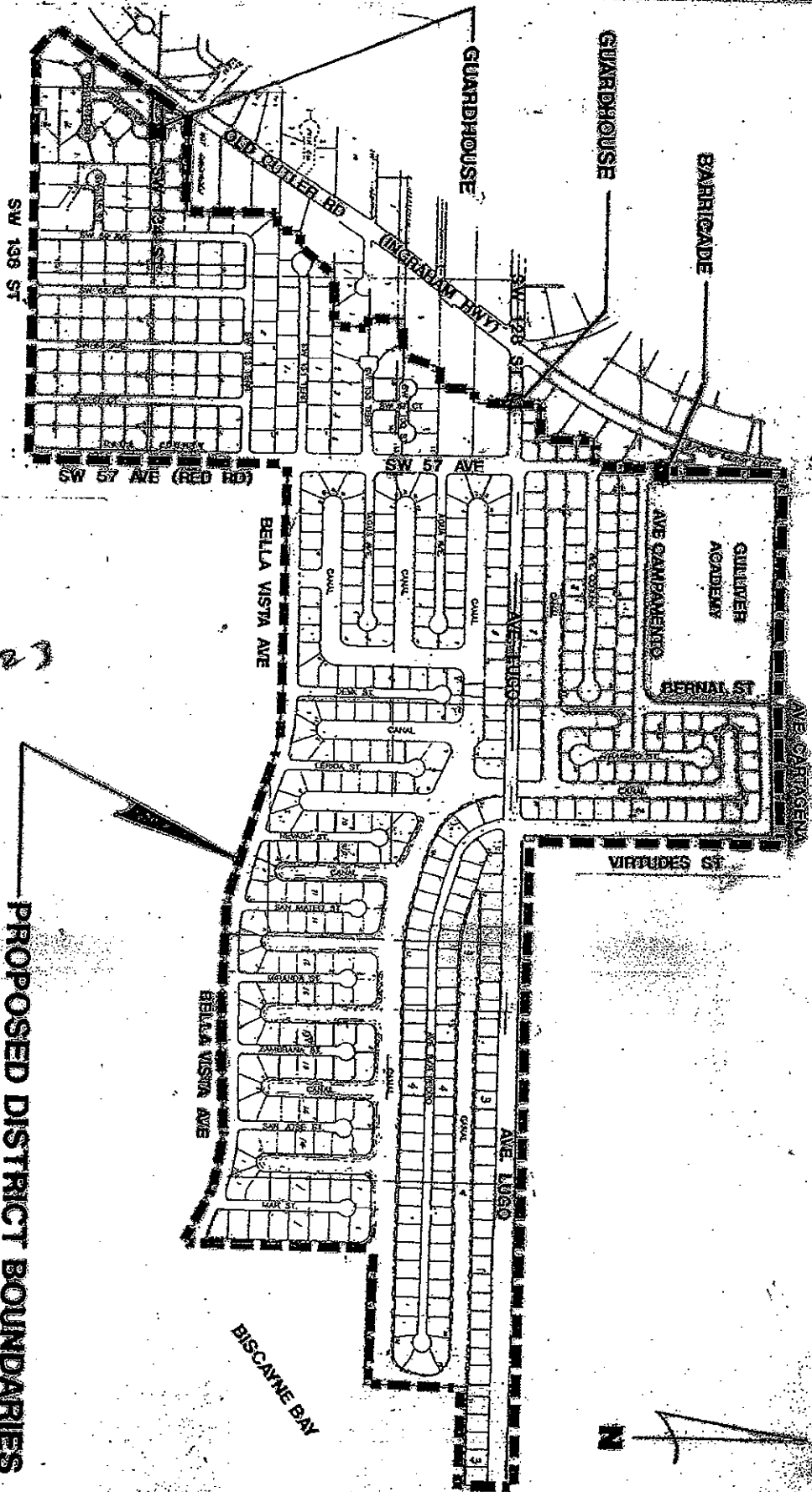
EXHIBIT "A"

APPROXIMATE LOCATION
OF PROPOSED GUARDHOUSE



G-232

FOUR WAY LODGE ESTATES SECURITY GUARD SPECIAL TAXING DISTRICT



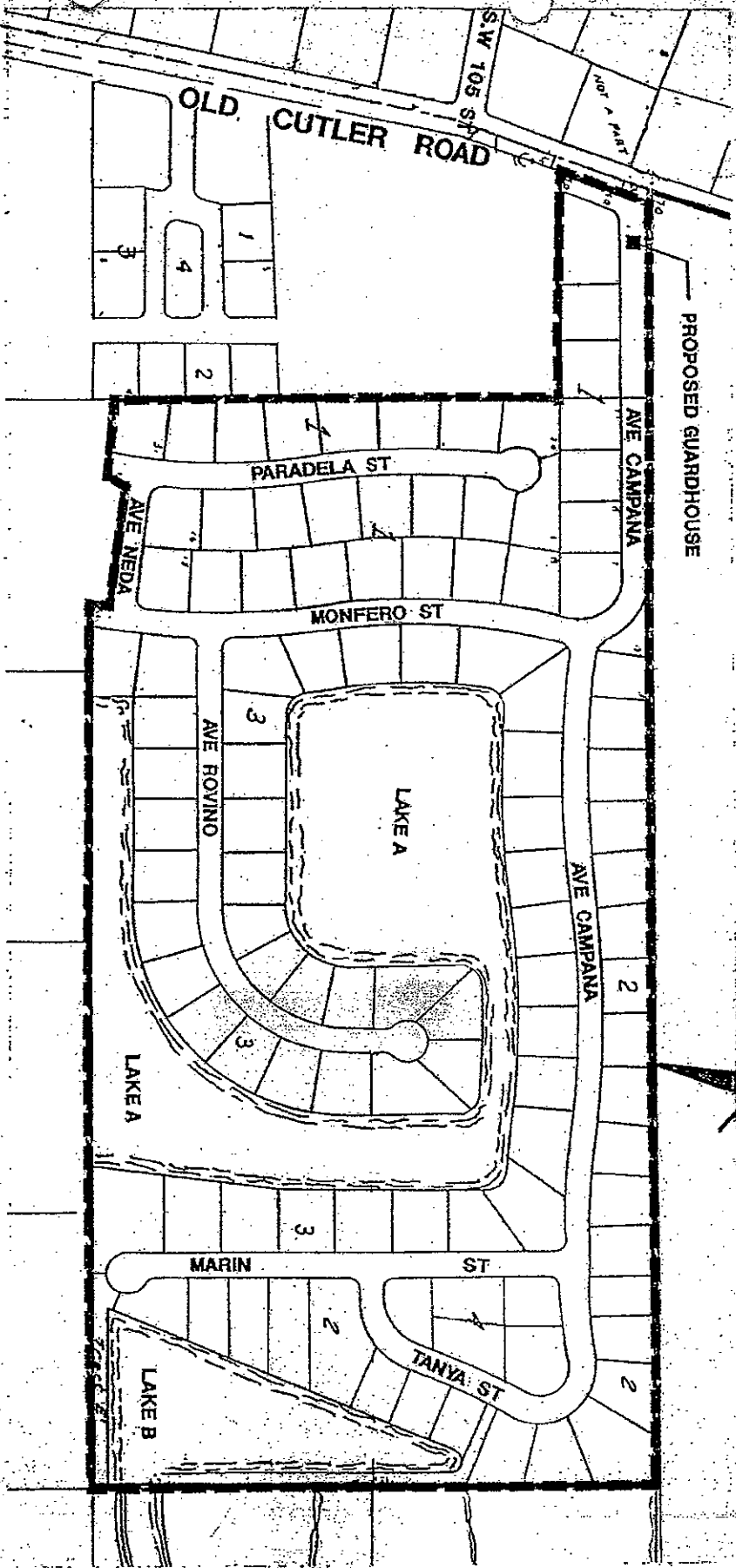
PROPOSED DISTRICT BOUNDARIES

CABLES BY THE SEA SECURITY GUARD SPECIAL TAXING DISTRICT

SECTION: 18-55-41 / 17-55-41 / 13-55-40

EXHIBIT "A"

DISTRICT BOUNDARIES



"HAMMOCK OAKS HARBOR SECURITY GUARD

SPECIAL TAXING DISTRICT"

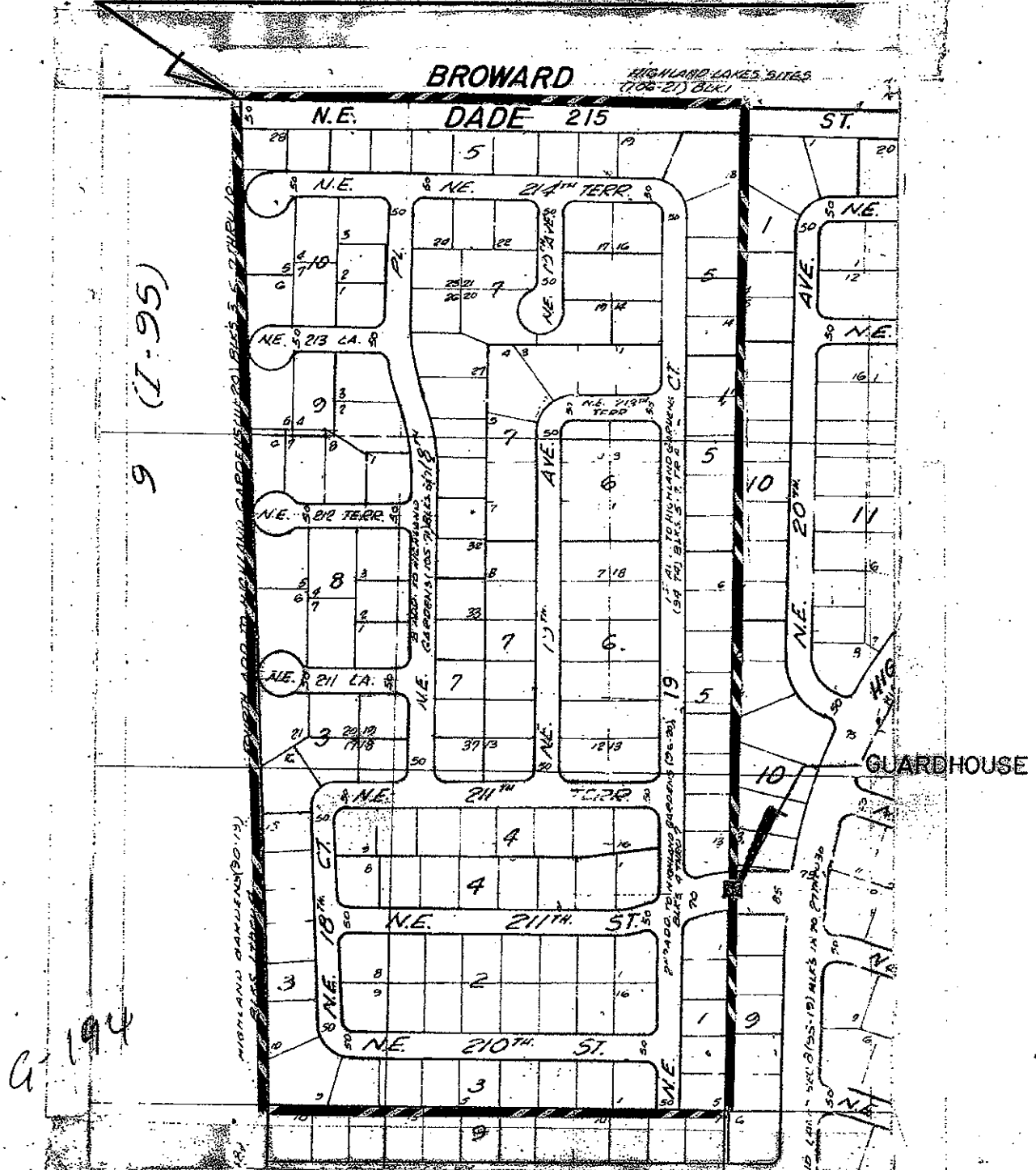
(AMENDMENT TO ORDINANCE 85 - 95)

SECTION 7 - 55 - 41

EXHIBIT "A"

9-187

PROPOSED DISTRICT BOUNDARIES



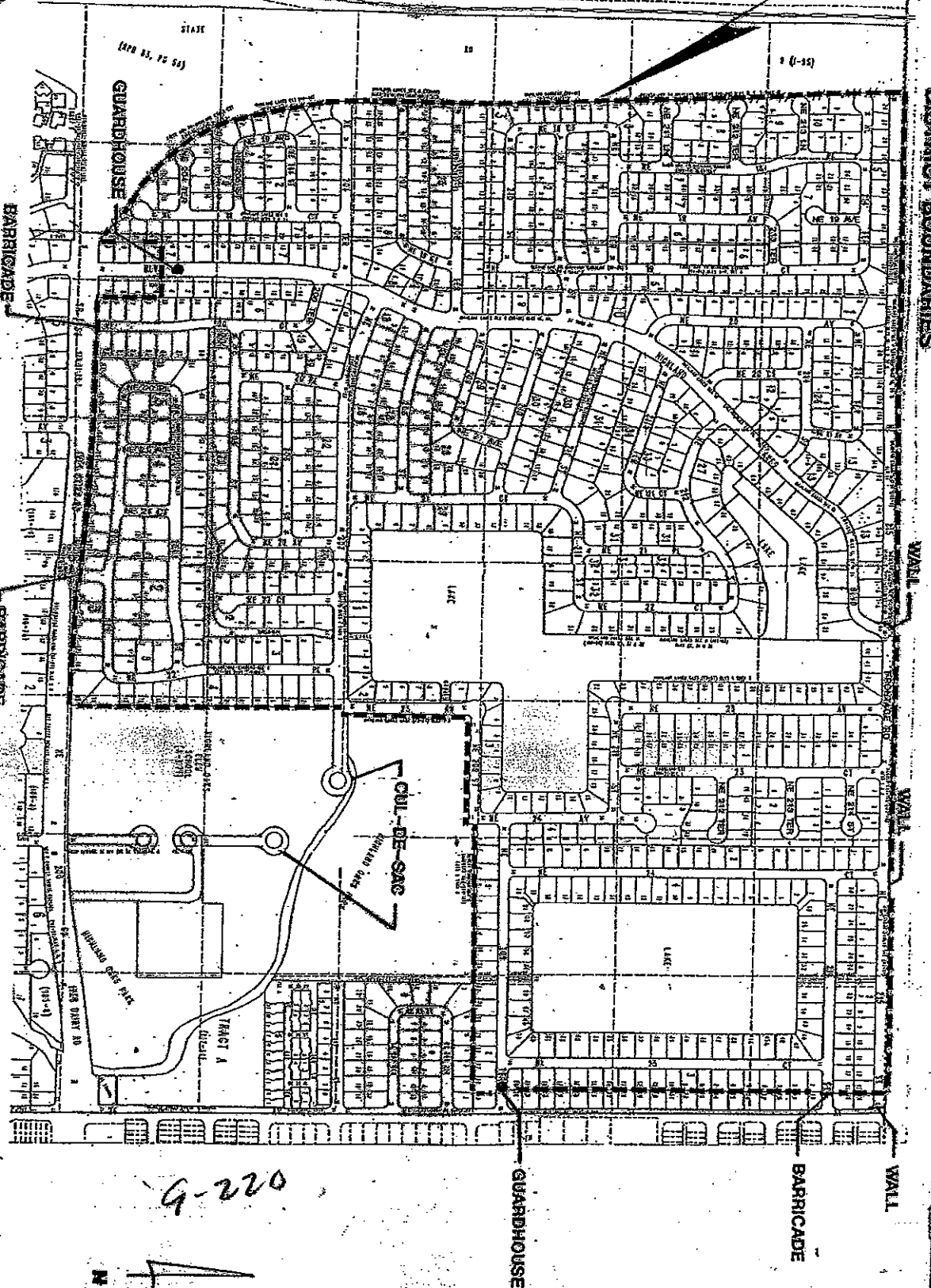
HIGHLAND GARDENS SECURITY GUARD SPECIAL TAXING DISTRICT

SECTION 33-51-42

Exhibit "B"

Scale: N.T.S.

DISTRICT BOUNDARIES



G-220 (COMM. 0002)
SECTION: 33-31-42

EXHIBIT 'A'

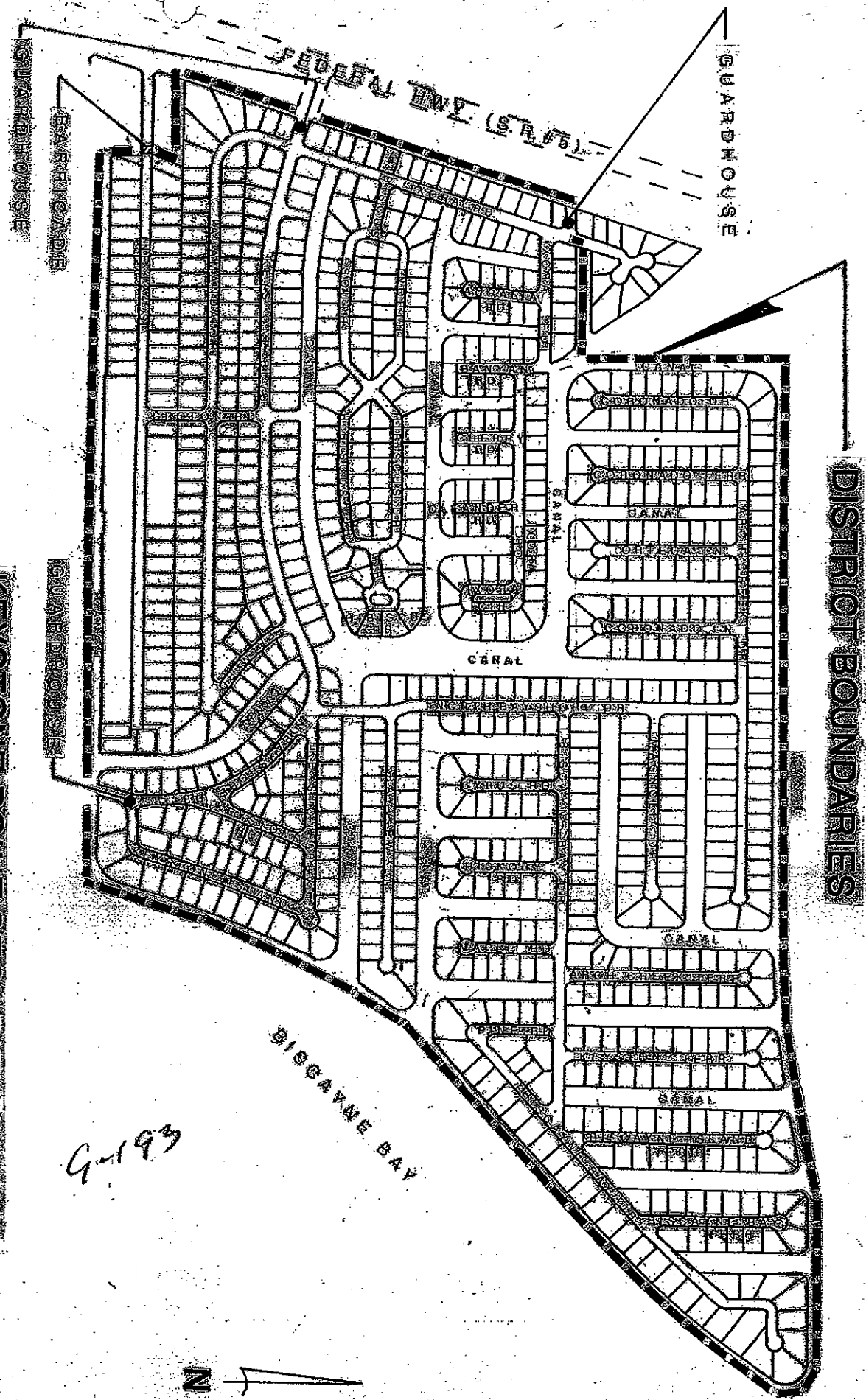
HIGHLAND LAKES SECURITY GUARD
SPECIAL TRAINING DISTRICT

G-220

G-193 (COMNAV 10004)
SECTION 27-52-42, 8, 28, 52-42

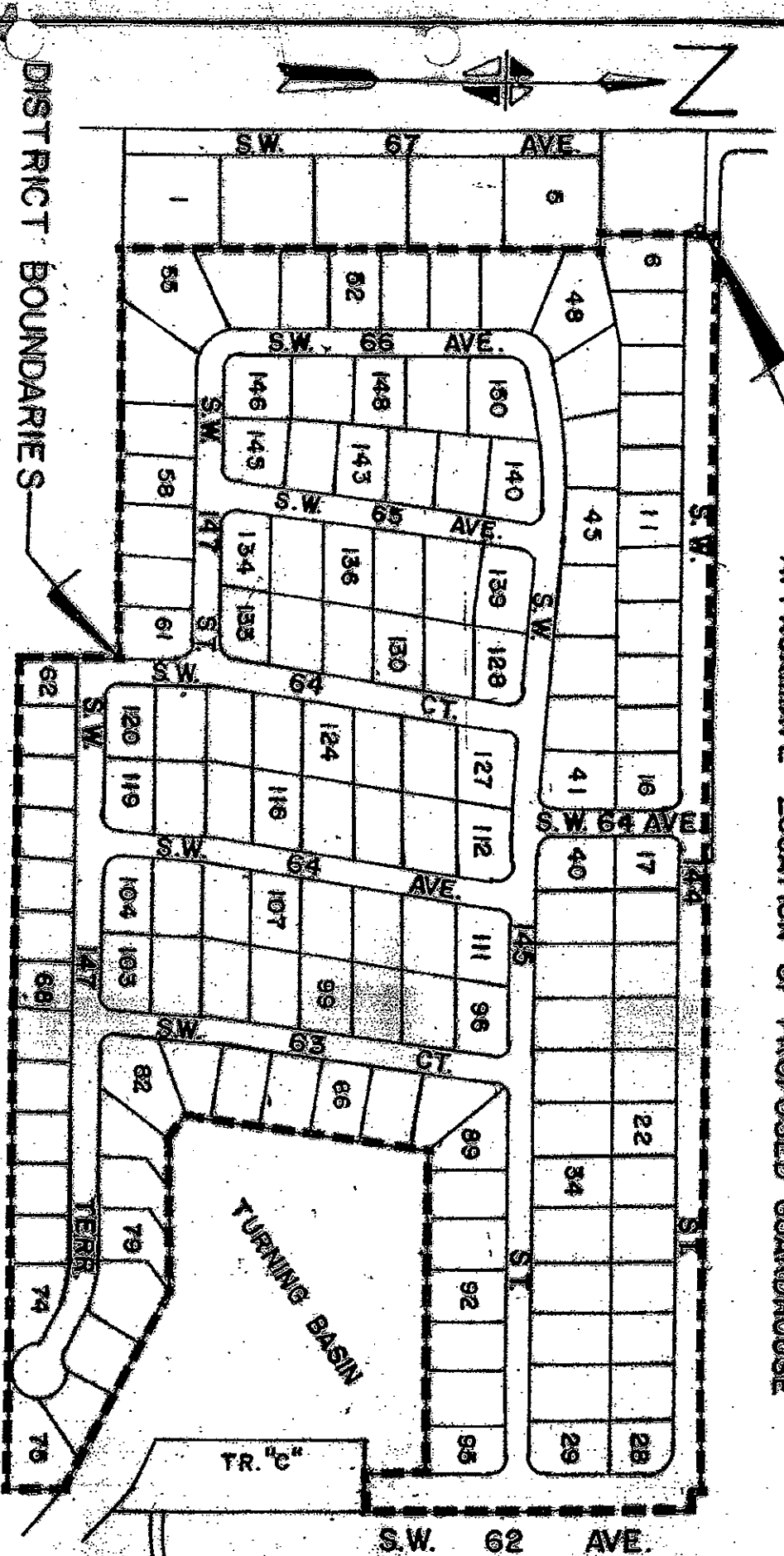
EXHIBIT A

**KEYSTONE POINT SECURITY GUARD
SPECIAL TAXING DISTRICT**



G-193

APPROXIMATE LOCATION OF PROPOSED GUARDHOUSE



**KINGS BAY SECURITY GUARD
SPECIAL TAXING DISTRICT**

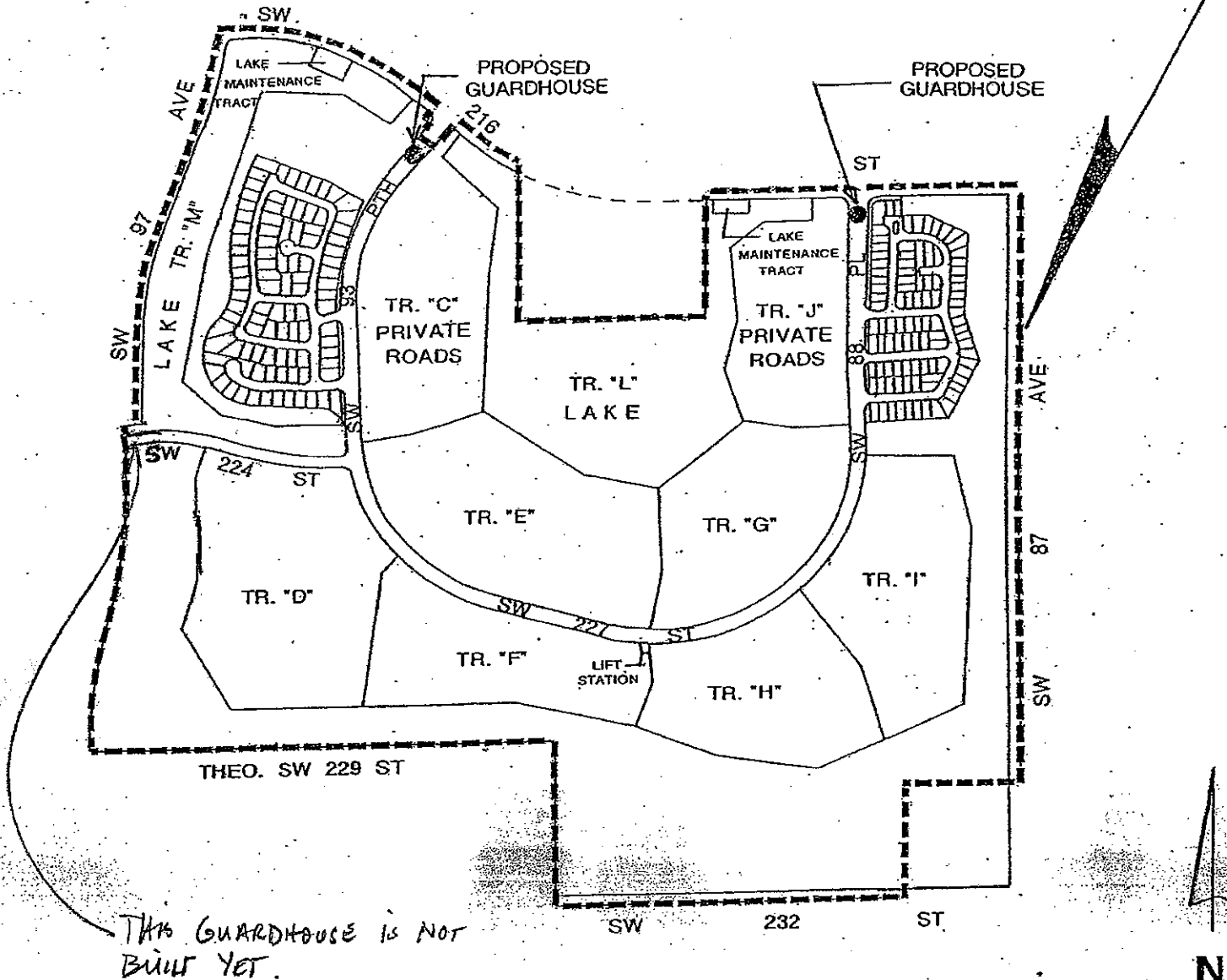
4-235

SECTION: 24-55-40

EXHIBIT "A"

Scale: N.T.S.

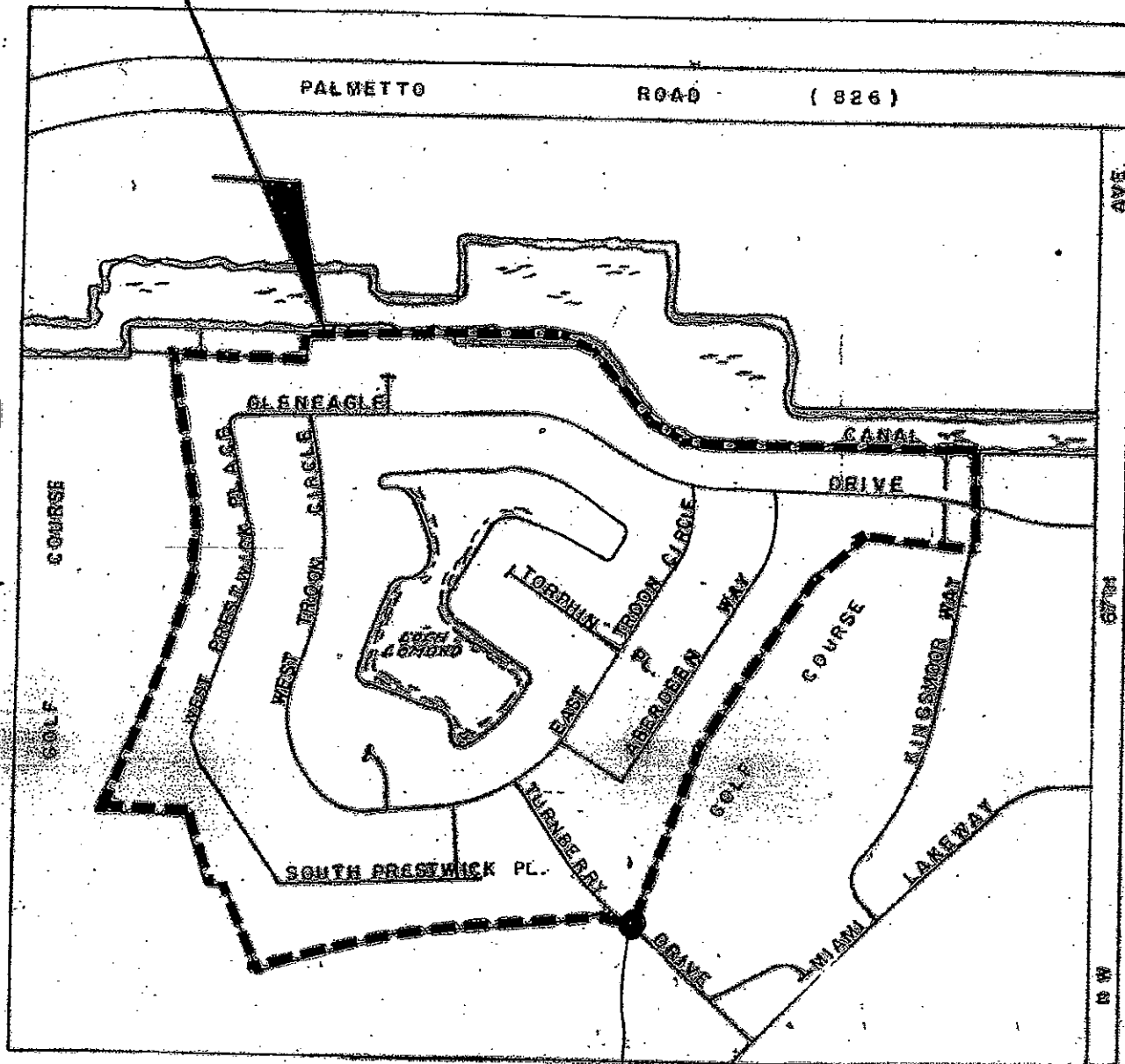
DISTRICT BOUNDARIES



LAKES BY THE BAY SOUTH COMMONS

SECURITY GUARD SPECIAL TAXING DISTRICT

PROPOSED DISTRICT BOUNDARIES



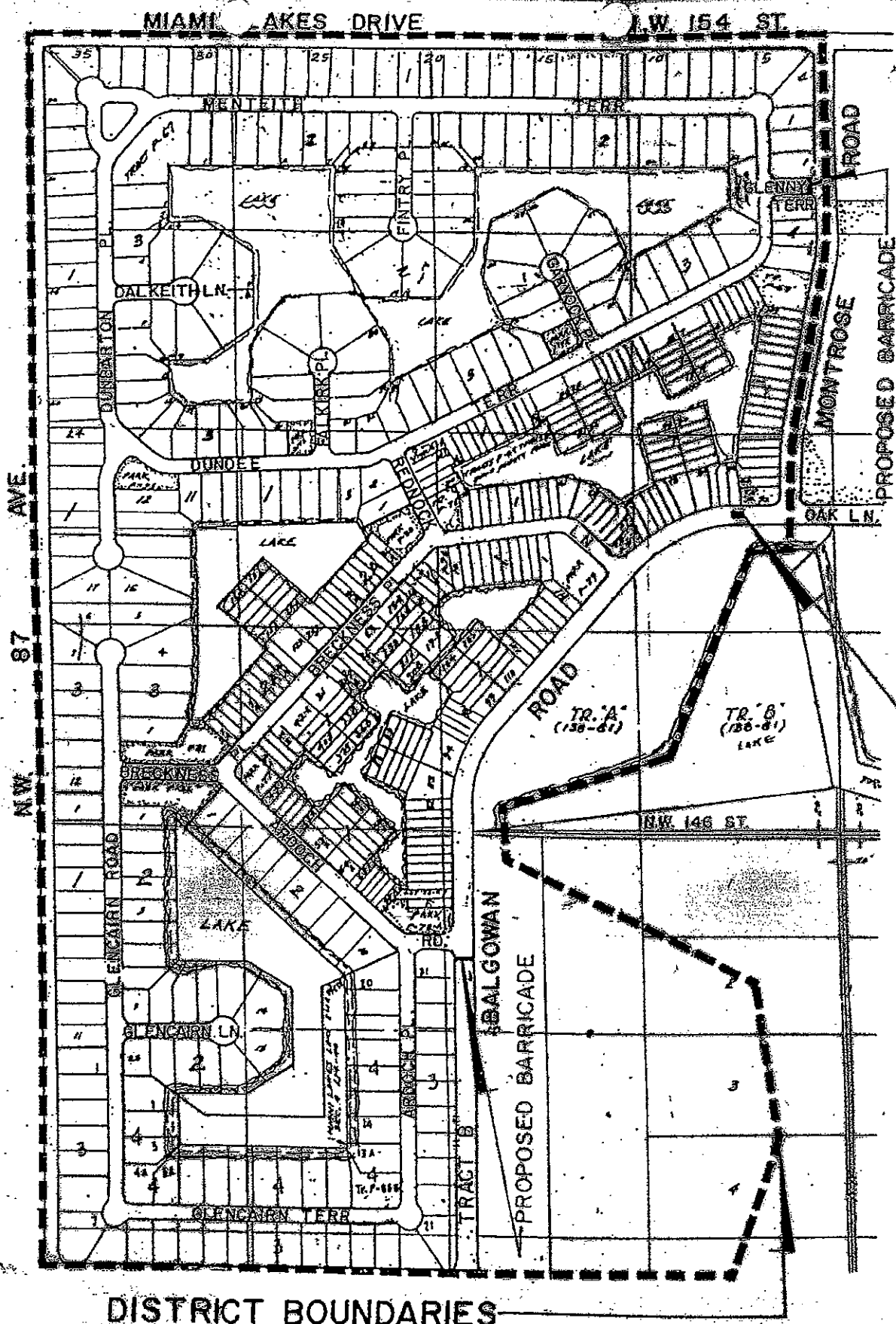
GUARDHOUSE

MIAMI LAKES - LOCH LOMOND
SECURITY GUARD SPECIAL TAXING DISTRICT

SECTION 14-52-40

Exhibit "B"

G-157



DISTRICT BOUNDARIES

MIAMI LAKES SECTION ONE SECURITY GUARD SPECIAL TAXING DISTRICT

**PROPOSED
DISTRICT
BOUNDARIES**

EXISTING TRAFFIC SIGNAL

EXISTING
BARRICADES

PROPOSED
BARRICADE

EXISTING
BARRICADES

PROPOSED EXIT
ONLY GATE

PROPOSED
TRAFFIC SIGNAL

PROPOSED
GUARDBOUSE

PROPOSED
BARRICADE

EXISTING
BARRICADE

PROPOSED
BARRICADE

EXISTING
BARRICADES

PROPOSED
BARRICADE

EXISTING
BARRICADES

PROPOSED GUARDBOUSE

EXISTING TRAFFIC SIGNAL

N

BISCAYNE BLVD

MORNINGSIDE
BAYFRONT PARK

4 277

**MORNINGSIDE
SECURITY GUARD**

SPECIAL TAXING DISTRICT

G-237 (COMM 0003)

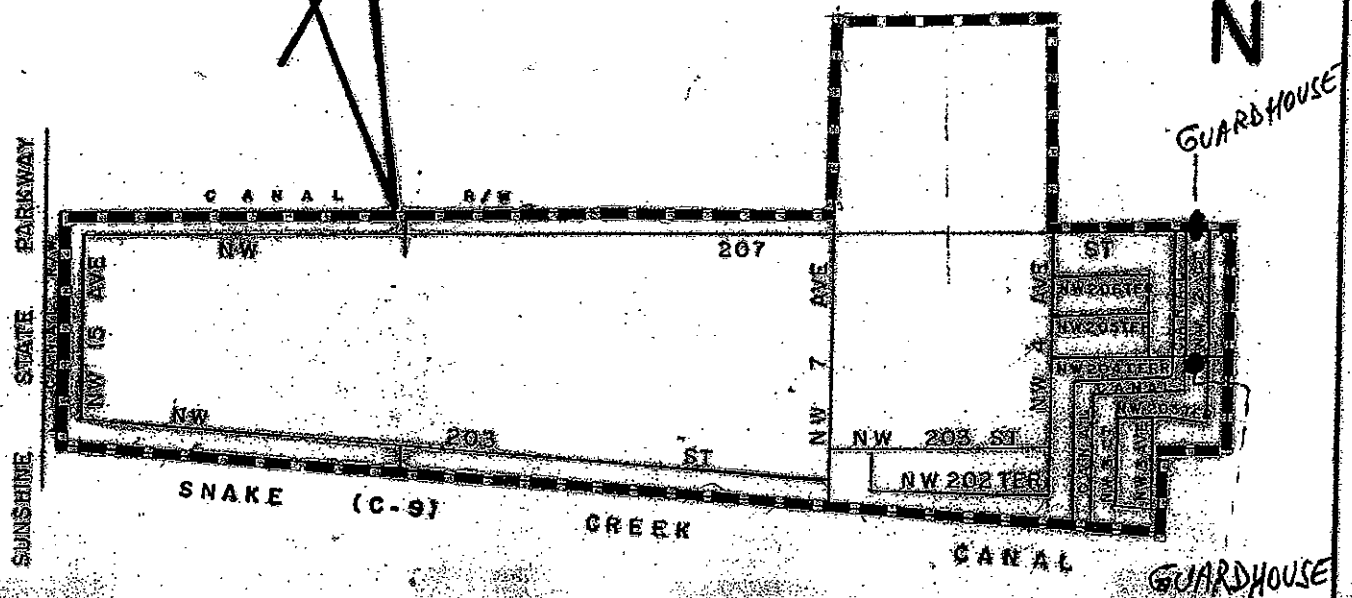
SECTION: 18-53-42 & 19-53-42

EXHIBIT "A"

JOHN F KENNEDY CAUSEWAY



NORTH BAY ISLAND SECURITY GUARD
SPECIAL TAXING DISTRICT

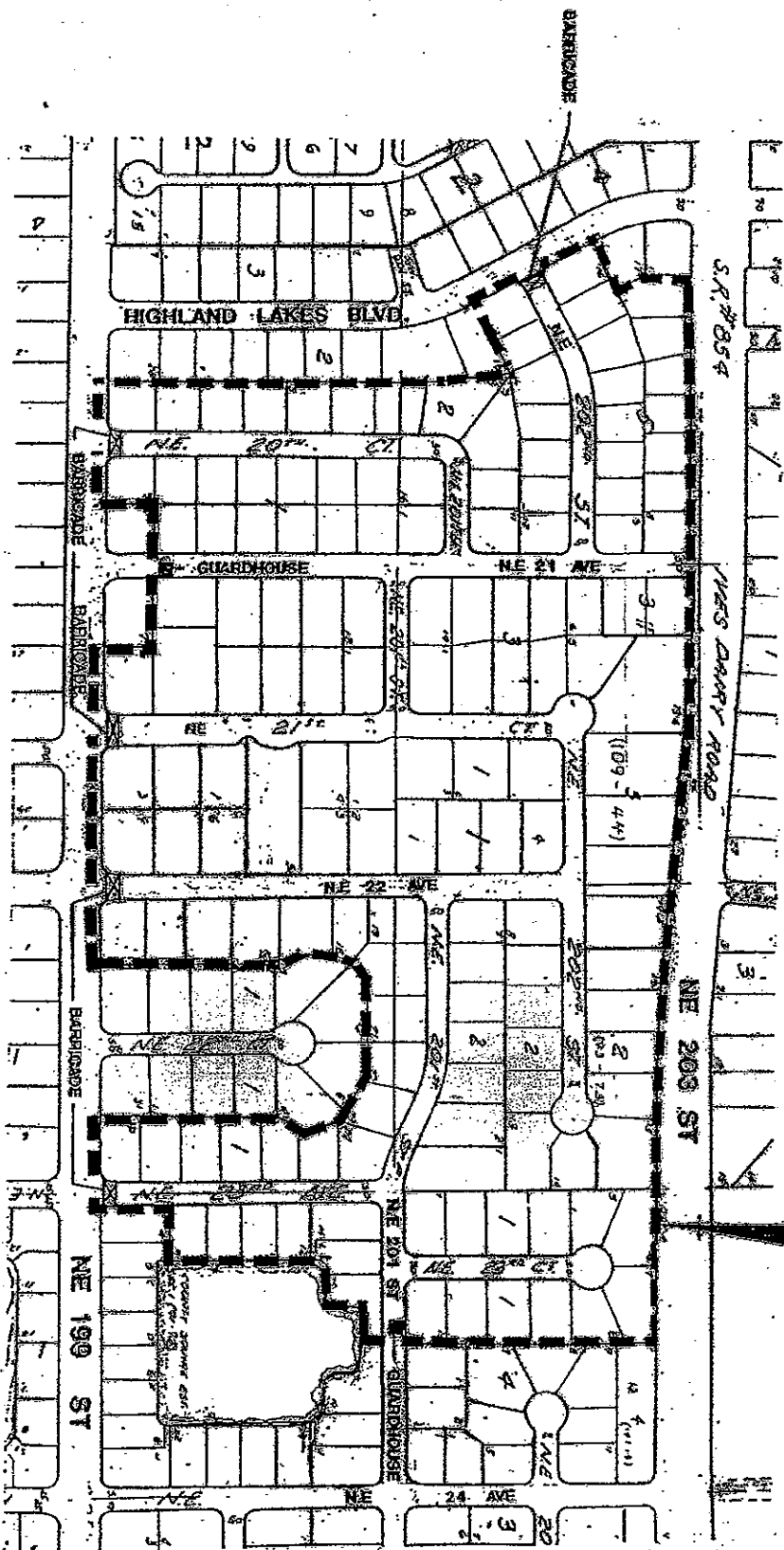


SECURITY GUARD

SECTIONS 35 & 36 - 51 - 41

EXHIBIT "B"

DISTRICT BOUNDARIES



OAK FOREST STATIONARY SECURITY GUARD SPECIAL TAXING DISTRICT

SECTION 33 - 51 - 42

EXHIBIT 'A'

6-21-7

PROPOSED DISTRICT BOUNDARIES

PROPOSED
BARRICADE

PROPOSED
GUARDHOUSE

PROPOSED
BARRICADE

PROPOSED
BARRICADE

PROPOSED
BARRICADE

PROPOSED
BARRICADE

PROPOSED
GUARDHOUSE

PROPOSED
BARRICADE

ROYAL OAKS EAST
SECURITY GUARD
SPECIAL TAXING DISTRICT

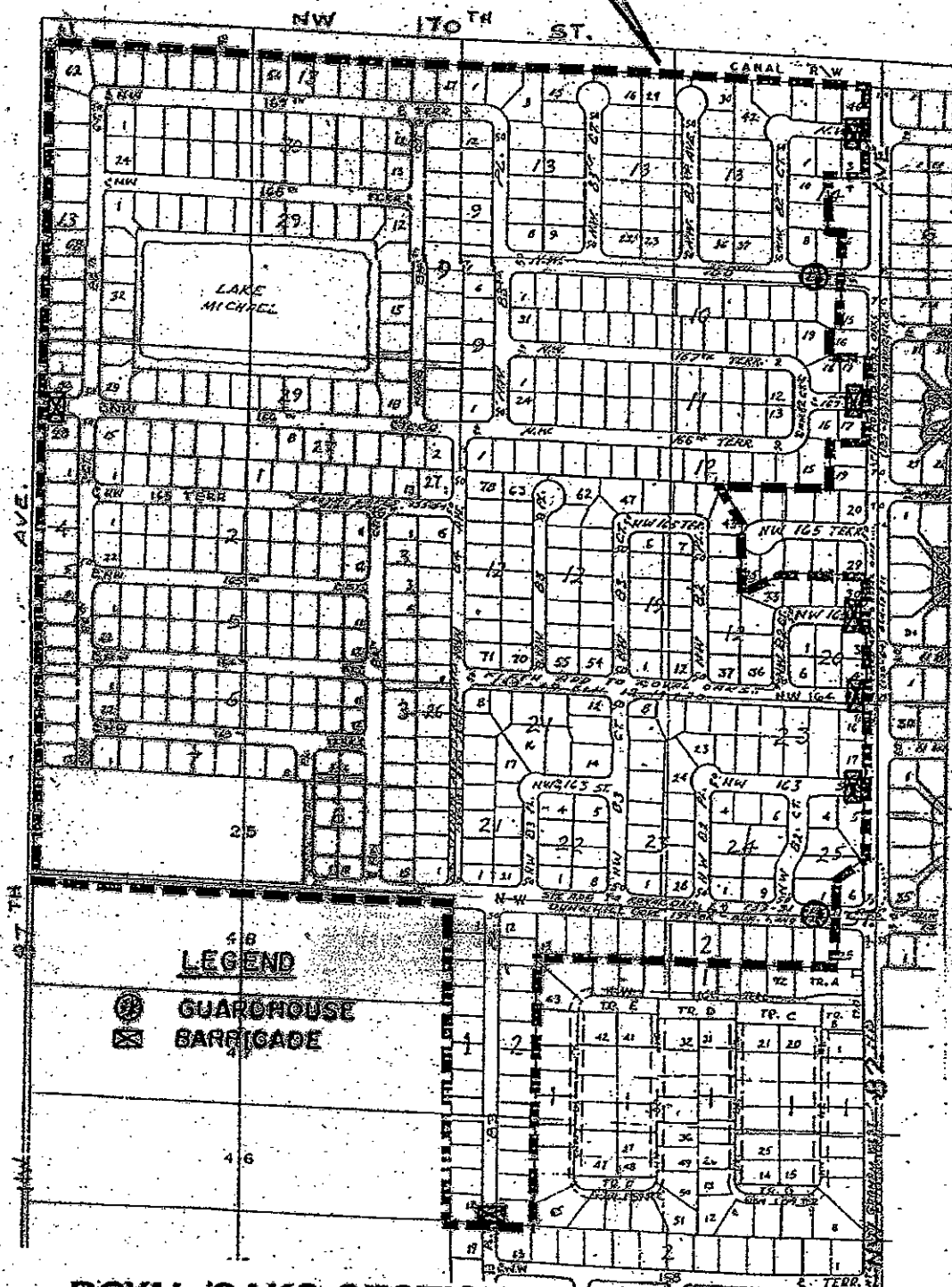
G-249 (COMM 0012)
SECTION: 15-52-40

EXHIBIT "A"

(Revised 4/9/01)

4
N

PROPOSED DISTRICT BOUNDARIES



ROYAL OAKS SECTION I SECURITY GUARD SPECIAL TAXING DISTRICT

SECT: 15-52-40

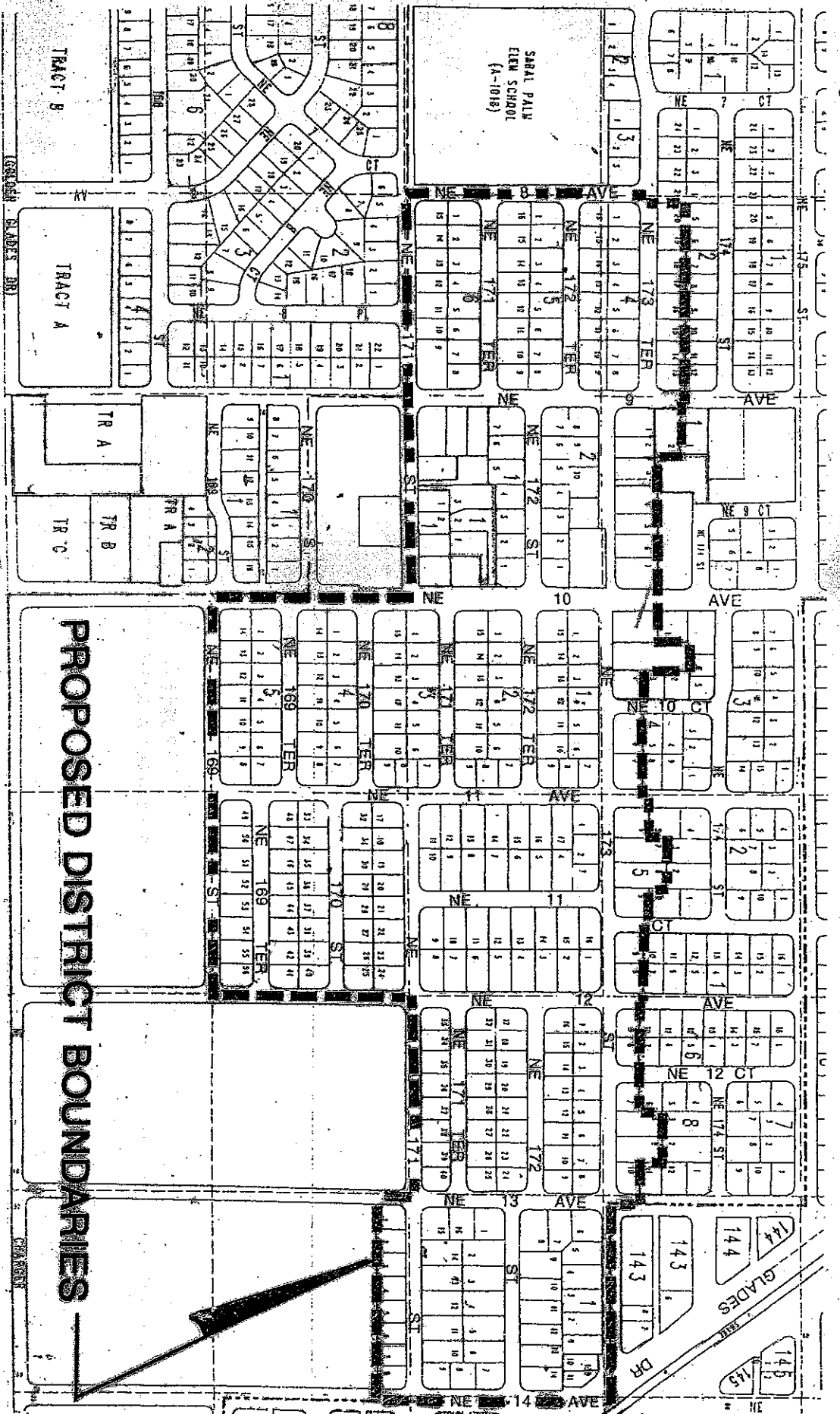
EXHIBIT "A"

G-226

G-226

SABAL PALM
ROWING PATROL SPECIAL TAXING DISTRICT

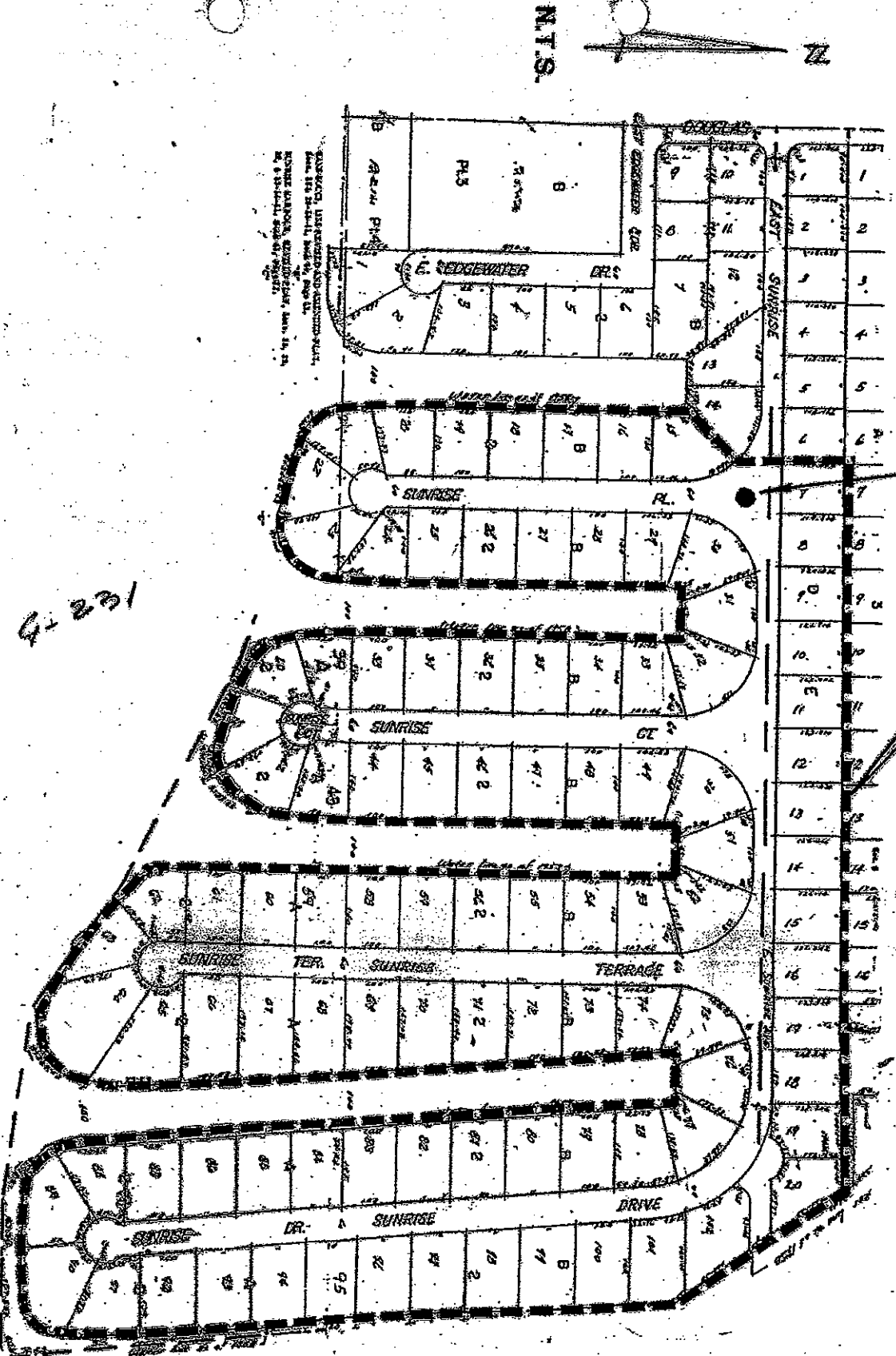
EXHIBIT "A"



N

PROPOSED GUARDHOUSE

PROPOSED DISTRICT BOUNDARIES



SUNRISE HARBOUR SECURITY GUARD SPECIAL TAXING DISTRICT

SEC. 28 & 30-54-41

EXHIBIT "A"

PROPOSAL SUBMISSION PACKAGE**Request for Proposals (RFP) No. 717
Security Guard Services for Special Taxing District
(Level 2 Guards)**

In response to the Solicitation, Proposer shall RETURN THIS ENTIRE PACKAGE completed as follows:

1. Form A-1, Cover Page of Proposal

Complete and sign (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

2. Bid Security

Pursuant to Section 1.9, attach bid security to accompanying proposal.

3. Proposer Information

Complete following the requirements therein.

Note: The Proposer Information document is available in an electronic format (Word) by submitting a written request via e-mail to the County contact person for this Solicitation.

4. Affidavits/Acknowledgements

Complete and sign the following forms:

Form A-2, Lobbyist Registration for Oral Presentations

Form A-3, Acknowledgement of Addenda

Form A-4, Local Business Preference

Form A-5, Proposer's Disclosure of Subcontractors and Suppliers

Form A-6, Fair Subcontracting Policies

5. Form B-1, Price Proposal Schedule

Complete following the requirements therein.

6. Proposal Submission

Submit in hardcopy format an original, complete Proposal Submission Package and ten (10) copies of the complete package **by the Proposal Due Date** (see front cover of Solicitation) in a sealed envelope/container addressed as follows:

Proposer's Name
Proposer's Address
Proposer's Telephone Number

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

RFP No.:
RFP Title:
Proposal Due Date:

Form A-1

Proposer should indicate which location(s) listed below the Proposer is submitting proposal for.

- | | | |
|---|---|--|
| <input type="checkbox"/> Belle Meade | <input type="checkbox"/> Gables by the Sea | <input type="checkbox"/> Miami Lakes Section One |
| <input type="checkbox"/> Belle Meade Island | <input type="checkbox"/> Hammock Oaks Harbor | <input type="checkbox"/> Morningside |
| <input type="checkbox"/> Biscayne Beach | <input type="checkbox"/> Highland Gardens | <input type="checkbox"/> North Bay Island |
| <input type="checkbox"/> Biscayne Point | <input type="checkbox"/> Highland Lakes | <input type="checkbox"/> North Dade Country Club/Andover |
| <input type="checkbox"/> Coventry | <input type="checkbox"/> Keystone Point | <input type="checkbox"/> Oak Forest |
| <input type="checkbox"/> Enchanted Lake | <input type="checkbox"/> Kings Bay | <input type="checkbox"/> Royal Oaks East |
| <input type="checkbox"/> Entrada | <input type="checkbox"/> Lakes by the Bay South Commons | <input type="checkbox"/> Royal Oaks Section One |
| <input type="checkbox"/> Four Way Lodge Estates | <input type="checkbox"/> Miami Lakes Loch Lomond | <input type="checkbox"/> Sabal Palm |
| <input type="checkbox"/> Sunrise Harbour | | |

PROPOSER'S NAME (Name of firm, entity or organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

Name:

Title:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE:

(____) _____

FAX:

(____) _____

E-MAIL ADDRESS:

PROPOSER'S ORGANIZATIONAL STRUCTURE:

____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture ____ Other (Explain): _____

IF CORPORATION:

Date Incorporated/Organized: _____ State Incorporated/Organized: _____

States registered in as foreign corporation: _____

PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:

LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE:

A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.

- ☐ Place a checkmark here only if affirming Proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.

CRIMINAL CONVICTION DISCLOSURE:

Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.

- ☐ Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.

Form A-1 (Cont'd)**PROPOSER'S AUTHORIZED SIGNATURE**

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Signed By: _____ Date: _____

Print Name: _____ Title: _____

Proposer Information

Minimum Qualification Requirement

1. Provide documentation that demonstrates Proposer's ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation may be deemed non-responsive. The minimum qualification requirement for this Solicitation is the Proposer shall have (a) a Class "B", Security Agency, or Class "BB" License, Security Agency Branch Office License, issued by the State of Florida, Division of Licensing.

Proposer's Experience and Past Performance

2. Describe the Proposer's past performance and relevant experience that qualifies Proposer to perform these services.
3. State the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.
4. Provide documentation that the Proposer has one to four current contracts for which the sum of the weekly hours totals 600 hours per week or more for the duration of a three month period prior to proposal due date.
5. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein or that demonstrates Proposer's ability to perform these services) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project:
 - i. client,
 - ii. description of work,
 - iii. degree of public contact,
 - iv. location and number of hours contracted per week
 - v. total dollar value of the contract,
 - vi. dates covering the term of the contract,
 - vii. client contact person and phone number,
 - viii. statement of whether Proposer was the prime contractor or subcontractor, and
 - ix. results of the project.

Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).

6. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project:
 - i. name of the County Department which administers or administered the contract;
 - ii. description of work;
 - iii. total dollar value of the contract;
 - iv. dates covering the term of the contract;
 - v. County contact person and phone number;
 - vi. statement of whether Proposer was the prime contractor or subcontractor; and
 - vii. results of the project.

Proposer Information

7. Describe any other experiences related to the work or services described in the Scope of Services, Section 2.0, and any other information which may be specific to the required services to be provided.
8. Provide 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.
9. Submit an occupational/business license showing the address of the dispatch center, and a copy of lease or documents showing ownership of the building where central dispatch center is located. (See Section 2.13 for more information on the requirements of the central dispatch location.)
10. Submit a bid security with the Proposer's proposal in the amount of \$5,000.00 pursuant to Section 1.9 of this Solicitation.
11. Provide a statement regarding the Proposer's ability to comply with the requirements of a Performance and Payment Bond, pursuant to Section 5.0, Article 11 of the sample Agreement.

Key Personnel and Subcontractors Performing Services

12. Describe Proposer's ability to satisfy all of the personnel qualifications (see Section 2.6.C) of the Scope of Services). Indicate the Proposer's key personnel available that meet the personnel qualifications and, if Proposer cannot currently meet the requirements, explain how Proposer will attain the required key personnel.
 13. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or sub-consultants and shall include the functions to be performed by the key personnel. All key personnel include all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
 14. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Identify Proposer's prior relationship with the subcontractors or sub-consultants. Proposer's assessment and prior evaluation of the subcontractors and sub-consultants in achieving the desired assigned contracted jobs. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.
 15. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project. This information shall include the functions to be performed by the key individuals and the subcontractors or subconsultants.
- Note: Proposer shall limit its response to this question to one page or less per key individual. Do not submit original or copies of licenses, certificates, etc. This information will be verified at a later date.**
16. Provide the names and titles for all key personnel who will be assigned to the contract, including any key personnel of subcontractors. Selected Proposer shall also provide key personnel's resumes, if available, with prior job descriptions and other detailed qualifications information, and key personnel's licenses and certificates.

Proposer Information

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

Proposed Approach to Providing the Services

17. Describe Proposer's project plan and methodology, identifying specific key tasks and duration, in performing the services described in the Scope of Services (see Section 2.0), including Proposer's specific policies, plans, procedures or techniques to be used in providing the services to be performed. The Proposer shall describe its approach to project organization and management, responsibilities of Proposer's management and staff personnel that will perform work in this project.
18. Describe Proposer's ability and readiness to begin providing services as requested herein, assuming a September 30, 2010 start date, including Proposer's planned training schedule to meet this start date.
19. Describe Proposer's assurance that the personnel described in its proposal shall be available to perform the services described, and that the Proposer has sufficient reserve personnel to adequately perform the services described in the event of illness, accident, or other unforeseeable events of a similar nature. Describe Proposer's approach to ensure the availability of personnel at all times, including Proposer's contingency plan, if any.
20. Submit copy of Proposer's disaster preparedness, emergency operations, and continuity of operations plan that ensures coverage of posts at all times, including shift changes during times of hurricanes, civil unrest or disorder, or other unplanned event that may require the relocation of the Proposer's employees.
21. Confirm Proposer's ability to perform the Scope of Services, specifically addressing each Subsection 2.6 through 2.8, and applicable sections of Subsection 2.9 through 2.14. Include Proposer's plan to remediate performance deficiencies.
22. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

Recruitment Plan, Personnel Development and Training Program

23. State Proposer's recruitment policy, procedures, methods and resources utilized for recruiting personnel, including conducting background investigations, verification of applicant's employment history, criminal and civil background checks, etc.
24. Provide detailed information on the current and proposed training program implemented by the Proposer to train its personnel. Proposer shall provide a copy of the Proposer's current training manual describing Proposer's process for providing and conducting training on new and revised procedures, improved or enhanced technology, amended or legislative changes, or changes in or new procedures adopted by the County. The information shall include but not limited to the following elements:
 - a. Training program: number of hours and training curriculum
 - b. Training of newly hired security guards
 - c. Orientation of newly hired security guards
 - d. Continuing education/training
 - e. In-service training/on the job training
 - f. Training resources
 - g. Training instructors

Proposer Information

25. Describe in detail the personnel development plan and professional opportunities for the Proposer's personnel, turnover rate and retention procedures implemented by the Proposer.

Financial Capability

26. Provide documentation proving Proposer's financial strength and ability to provide start-up operations and reasonable working capital to handle this project. Such documentation may include its most recent certified financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, 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 situation. If certified financial statements are not available provide latest available financial statements (balance sheet and income statement) and letters of credit availability from accredited financial institutions, or other relevant documentation.

Note: The County's evaluation of the Proposer's Financial Capability may include, but not limited to: a) Proposer's ability to access funding necessary to cover required start-up costs, and b) cash reserves to ensure ongoing operations and payroll costs for a period up to 60 days from the start of throughout the duration of the contract.

Form A-2

AFFIDAVIT OF MIAMI-DADE COUNTY LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) Project Title: _____ Project No.: _____

(2) Department: _____

(3) Proposer's Name: _____

Address: _____ Zip: _____

Business Telephone: (____) _____

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

NAME	TITLE	EMPLOYED BY	TEL. NO.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board at least two days prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

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

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

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

(Signature of person taking acknowledgement)

(Name of Acknowledger typed, printed or stamped)

(Title or Rank)

(Serial Number, if any)

Form A-3
ACKNOWLEDGEMENT OF ADDENDA

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

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

Addendum #1, Dated _____, 201__

Addendum #2, Dated _____, 201__

Addendum #3, Dated _____, 201__

Addendum #4, Dated _____, 201__

Addendum #5, Dated _____, 201__

Addendum #6, Dated _____, 201__

Addendum #7, Dated _____, 201__

Addendum #8, Dated _____, 201__

Addendum #9, Dated _____, 201__

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

Form A-4**LOCAL BUSINESS PREFERENCE**

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

1. Proposer has a valid Local Business Tax Receipt (formerly know as an Occupational License), issued by Miami-Dade County at least one year prior to proposal submission, that is appropriate for the goods, services or construction to be purchased.

Proposer shall attach a copy of said Miami-Dade County Local Business Tax Receipt hereto. (Note: Current and past year receipts, or occupational licenses, as may be applicable, may need to be submitted as proof that it was issued at least one year prior to the proposal due date.)

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

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

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

Check box, if applicable:

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

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

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

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2011. Therefore, a Proposer which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

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

Signature of Authorized Representative: _____

Print Name: _____ Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

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

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

(Signature of Notary) (Serial Number)

(Print or Stamp Name of Notary) (Expiration Date)

Notary Public _____
(State)

Notary Seal

FORM A-5
SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Name of Proposer _____

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

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

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

Signature of Proposer's
Authorized Representative

Print Name

Print Title

Date

(Duplicate if additional space is needed)
Form A-5(new 5/7/99)

Form A-6

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

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

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

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____

FORM B-1**Price Proposal Schedule****INSTRUCTIONS:**

The Proposer's price shall be submitted on this Form B-1 "Price Proposal Schedule", and in the manner stated herein. Proposer is requested to fill in the applicable blanks on this form and to make no other marks.

The Proposer shall state its hourly rates for providing all services as stated in Section 2.0 of this solicitation, in accordance with the following:

ALL LOCATIONS	
Proposed Hourly Billing Rates	
Hourly Billing Rate per Security Guard	\$
Hourly Billing Rate per Security Guard Supervisor	\$
Hourly Billing Rate for Use of Licensed Motor Vehicle	\$

Notes:

- The hourly rates shall be guaranteed for the term of the Contract and shall include all costs necessary to provide the services as described in this Solicitation.
- Minimum wages specified shall be those paid at the start of the Contract. Rates for the option to renew periods and Living Wage increases will be negotiated.
- The proposed guaranteed hourly rates include all costs such as, full compensation for labor, equipment, equipment use, all out-of-pocket expenses, such as travel, per diem, and miscellaneous costs and fees, which shall be incorporated in this Price Schedule, as they will not be reimbursed separately by the County.
- The County will compensate for overtime pay only when caused by special request of the County or by Force Majeure (see Section 2.5).
- Wherein there may be errors in the Total, the unit prices shall prevail and the County maintains the right to correct any Total prepared by the Proposer.
- The approximate number of hours is an estimate based on historical data. The County makes no guarantees with respect to the actual needs for services; the County shall not be responsible for the accuracy of the estimates.
- Notwithstanding the Proposer's Total, compensation shall be based upon the actual number of service hours performed, less any deductions/fines imposed for non-performance or other contract violations (see Section 2.12).
- As stated in Section 4.8 of this Solicitation, 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.

SUPPLEMENTAL AGREEMENT NO. 9

Contract Number: RFP717C

Contract Title: Security Guard Services for Special Taxing Districts
(Level 2 Guards)Contractor: Security Alliance LLC
8323 NW 12th Street
Suite 218
Doral, Florida 33126

In accordance with the Article 8 of the above referenced Contract, this Supplemental Agreement, when properly executed, becomes part of the Contract effective October 1, 2017, to incorporate a 4.06% increase for the Living Wage requirement for all positions that are billed to the County at an hourly rate. Any reference to Appendix B, Price Schedule and any revisions thereof in the Contract shall be changed to "Revised Appendix B (17/18), Price Schedule".

All terms, covenants and conditions of the original Contract and any supplemental agreements issued thereto shall remain in full force and effect, except to the extent herein amended.

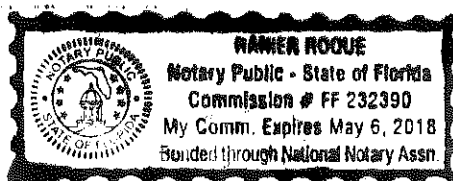
IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement to County Contract No. RFP717C.

Security Alliance LLC

Miami-Dade County

By: William A. Murphy
Name: William A. Murphy
Title: President
Date: Oct 31, 2017
Attest: [Signature]
Corporate Secretary/NotaryBy: [Signature]
Name: Carlos A. Gimenez
Title: Mayor
Date: 12/20/17
Attest: [Signature]
Clerk of the Board

Corporate Seal/Notary

Approved as to form
and legal sufficiency[Signature]
Assistant County Attorney

Revised Appendix B**Price Schedule (17/18)**

Price shown below are the hourly rates for providing the services as stated in Scope of Services (Appendix A), for the term of the contract, including any option or extension period.

Hammocks Oak Harbor	
Hourly Billing Rates	
Hourly Billing Rate per Security Guard (stationary service)	\$21.73
Hourly Billing Rate per Security Guard Supervisor (stationary service)	\$21.73

Notes:

- a) The above total fixed hourly rates are guaranteed, pursuant to Article 8, and include all costs necessary to provide security services, such as, wages and benefits paid to guards, cost of equipment, cost for supervision, overhead, all out-of-pocket expenses, such as travel, per diem, and miscellaneous costs and fees, as they will not be reimbursed separately by the County.
- b) The County may consider an adjustment to the price based upon an increase to the Living Wage amount (refer to Article 8 of the Contract).
- c) The above rates take into account the Living Wage increase for 2017-2018. Refer to Article 8 of the contract for information on Living Wage adjustments.
- d) No overtime or holiday rate shall be payable by the County. If due to an emergency or Contractor scheduling, a guard must be paid overtime, this will be the responsibility of the Contractor.
- e) The County will compensate for overtime pay only when caused by special request of the County or by Force Majeure.
- f) Notwithstanding the hourly rates above, compensation shall be based upon the actual number of service hours performed, less any deductions/fines imposed for non-performance or other contract violations.

EXHIBIT B

Contract 2018-18KMD

between the

Town of Miami Lakes

and

Kent Security Services, Inc.

for

Security Guard Services for Special Taxing District



Agreement

I. Parties

This Agreement, 2018-18KMD is made this _____ day of _____, 2018, by and between **Kent Security Services, Inc. ("Contractor")**, located at 14600 Biscayne Bay, North Miami Beach, FL 33181 and the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014.

II. Recitals

Whereas the Town desires to enter into an agreement with Contractor for the purchase of security guard services for special taxing districts in an amount not to exceed budgeted funds; and

Whereas Contractor has agreed to provide said services to the Town in accordance with its contract with Miami-Dade County RFP717 Security Guard Services for Special Taxing Districts, dated October 1, 2017, except to the extent otherwise provided herein; and

Whereas the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town's Procurement Code, will enter into an agreement with Contractor, in accordance with the terms of the Miami-Dade County RFP717, which is attached hereto as Exhibit "A" and made a part of this Agreement.

Therefore both parties agree as follows:

III. Incorporation of Recitals

The provisions and recitals set forth above are hereby referred to and incorporated herein and made a part of this Agreement by reference.

IV. Products and Services

Contractor shall provide the purchase of security guard services for special taxing districts to the Town in accordance with the terms of the above referenced Miami-Dade County RFP717 Security Guard Services for Special Taxing Districts. All other terms and conditions of said contract, a copy of which is attached hereto as Exhibit "A", are incorporated herein by reference, except to the extent otherwise provided herein.

V. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Contractor from the Miami-Dade County RFP717:

CONTRACT NUMBER

The Town of Miami Lakes' Security Guard Services for Special Taxing Districts will be referenced as Contract #2018-18KMD.

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: www.miamilakes-fl.gov

**EFFECTIVE DATE**

Month_____Day_____ of 2018

SUBCONTRACTORS

Contractor shall not subcontract any of the Work to be performed under this Contract without prior approval of the Project Manager.

INVOICING

Contractor shall provide the Town with an invoice once per month for the goods delivered in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

INSURANCE

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: www.miamilakes-fl.gov



REPRESENTATION ON AUTHORITY OR PARTIES/SIGNATORIES

Each person signing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

VI. Points of Contact

The points of contact for the Town shall be:

Contract Management: Thomas Fossler or designee, Procurement Manager
(305) 364-6100 ext. 1164 fossler@miamilakes-fl.gov

Project Manager: Ximena Suarez or Designee, Assistant to the Town Manager
(305) 364-6100 ext. 1134 suarez@miamilakes-fl.gov

The point of contact for **Kent Security Services, Inc.** shall be:

Name: Gil Neuman

email: gneuman@kentservices.com

Title: Chief Executive Officer

phone: (305) 919-9400

Kent Security Services

Town of Miami Lakes

Signature

Alex Rey, Town Manager

Name (Print)

Title

Attest:

Gina Inguanzo, Town Clerk



CORPORATE RESOLUTION

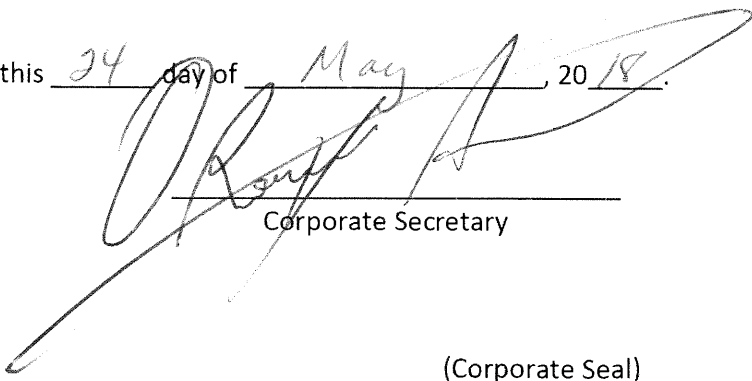
WHEREAS, **Kent Security Services, Inc. ("Kent")** desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the CEO
(type title of officer)
Gil Neuman is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed Agreement to which this resolution is attached.

DATED this 24 day of May, 2018.



Corporate Secretary

(Corporate Seal)



Exhibit "A"
**Miami-Dade County RFP717 Security Guard Services for
Special Taxing Districts**

**REQUEST FOR PROPOSALS (RFP) No. 717
FOR
SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS
(LEVEL 2 GUARDS)**

PRE-PROPOSAL CONFERENCE TO BE HELD:

August 12, 2010 at 10:00 AM (local time)
111 NW 1st Street, 10th Floor, CITT Conf. Rm. 1010, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Department of Procurement Management (DPM)
for
Public Works 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) 375-3673
E-mail: lydiaos@miamidade.gov

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

August 27, 2010 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 is 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 Department of Procurement Management 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.

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 Public Works Department, is soliciting proposals to provide professional **Level 2, unarmed** security guard services, at the Special Taxing District (STD) locations (see 2.6.C for educational and experience requirements for Level 2 security guards). The purpose of the requested services is to provide a visible safety and passive security program at various STD locations in the County. See Section 2.2 for a list of the STDs that currently require Level 2 security guard service. The service requirements and boundaries for each STD location are further defined in Exhibit A.

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

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:	July 30, 2010
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 DPM ADA Coordinator at (305) 375-1564 at least five days in advance.
Deadline for receipt of questions:	August 20, 2010
Proposal due date:	See front cover for date, time and place.
Evaluation process:	September – October 2010
Projected award date:	November 2010

1.2 DEFINITION

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 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".
3. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
4. The word "Department" to mean Public Works.
5. 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.
6. 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.
7. 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.
8. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
9. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
10. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
11. 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.

12. 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.
13. 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. Proposers may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. The County may accept or reject the exceptions at its sole discretion and the Proposer's proposal shall be binding on the Proposer as if submitted without exception. The County reserves the right to request and evaluate additional information from any respondent 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 shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal 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-responsive. 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 LIVING WAGES

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 Section 2.5, Hourly Wage Benefits, and Attachment 1, Supplemental General Information.

1.9 BID SECURITY AND PERFORMANCE AND PAYMENT BOND

A. Bid Security

The Proposer must submit a bid security with its Proposal in the amount of \$5,000.00. 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 the ten (10) 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 STD awarded) prepared on the applicable bond form(s) attached hereto. See Attachments 4 & 5, and Section 5.0, Article 11 for further details.

2.0 SCOPE OF SERVICES

2.1 BACKGROUND

In Miami-Dade County, hereinafter referred to as the "County," a Special Taxing District (STD) is a mechanism used by communities, wherein property owners elect to pay special assessments levied on their properties in order to receive public services and/or improvements, which could not otherwise conveniently or equitably be provided. In the County, some of these services include security guard services. The County, as represented by the Miami-Dade County Public Works Department, is soliciting proposals from qualified firms to provide professional, Level 2, unarmed security guard services to provide a visible safety and passive security program at various STD locations.

Services at a given STD location shall be provided by a single selected Proposer. It is the County's intention to a) solicit proposals from as many Proposers as are interested, that will most professionally and consistently provide an acceptable level of security guard service at a competitive price, b) allow each STD Home Owner Association (HOA) to participate in the selection process to provide the services at the specific STD location, and c) award contract per STD locations. Contract award is contingent upon, among other things, compliance with the requirements for insurance and a separate Performance and Payment Bond for each STD location awarded (see Section 5.0, Terms and Conditions, Article 11).

2.2 SPECIAL TAXING DISTRICT (STD) LOCATIONS

All STD locations listed below require stationary security guard services, with the exception of Miami Lakes Loch Lomond, which requires both stationary and roving patrol security guard services, and Sable Palm, which requires only roving patrol security guard services. Following is the list of STD locations for the required Level 2, unarmed security guard services, including the number of guard houses, and addresses for each location. All locations require twenty-four hours a day security guard service. The service requirements and boundaries for each location are further defined in Exhibit A, Proposed District Boundaries.

	District #	Special Taxing District Name	Number of Guardhouses	Address
1	G-195	Belle Meade	1	654 NE 76 Street, Miami
2	G-189	Belle Meade Island	1	7651 NE 9 th Avenue, Miami
3	G-199	Biscayne Beach	1	960 Stillwater Drive, Miami Beach
4	G-201	Biscayne Point	1	1101 S. Biscayne Point Road, Miami Beach
5	G-203	Coventry	1	1799 NE 198 Terrace, North Miami Beach
6	G-221	Enchanted Lake	2	2210 NE 192 nd Street, North Miami Beach 19831 NE 23 rd Avenue, North Miami Beach
7	G-241	Entrada	1	3690 Matheson Avenue, Miami
8	G-232	Four Way Lodge Estates	1	3498 Poinciana Avenue, Miami
9	G-223	Gables by the Sea	2	5765 SW 128 th Street, Coral Gables 5975 SW 134 th Street, Coral Gables
10	G-187	Hammock Oaks Harbor	1	701 Campana Avenue, Coral Gables
11	G-194	Highland Gardens	1	21050 Highland Lakes Blvd., Miami
12	G-220	Highland Lakes	2	20445 Highland Lakes Blvd., Miami 2560 NE 209 Terrace, Miami
13	G-193	Keystone Point	3	1801 Keystone Blvd., North Miami 1801 Ixora Road, North Miami 12301 North Bayshore Drive, North Miami
14	G-235	Kings Bay	1	6640 SW 144 Street, Coral gables
15	G-256	Lakes by the Bay South Commons	2	8820 SW 216 th Street, Miami 9320 SW 216 Street, Miami
16	G-157	Miami Lakes Loch Lomond (Guardhouse and Roving Patrol)	1	15711 Turnberry Drive, Miami Lakes
17	G-216	Miami Lakes Section One	1	8281 Balgowan Road, Miami Lakes
18	G-237	Morningside	2	420 NW 50 th Terrace, Miami 5780 NE 5 th Avenue, Miami
19	G-205	North Bay Island	1	1 79 th Street Causeway, North Bay Village
20	G-191	North Dade Country Club/Andover	2	201 NW 207 th Street, Miami Gardens 200 NW 204 th Terrace, Miami Gardens
21	G-217	Oak Forest	2	19901 NE 21 st Avenue, Miami 2330 NE 201 st Street, Miami
22	G-249	Royal Oaks East	2	16111 NW 79 th Avenue, Miami lakes 8111 NW 167 th Terrace, Miami Lakes
23	G-226	Royal Oaks Section One	2	8206 NW 162 nd Street, Miami Lakes 8211 NW 168 th Street, Miami Lakes
24	G-258	Sabal Palm (Roving Patrol Only)	0	NE 169 St & NE 14 Ave, Miami
25	G-231	Sunrise Harbour	1	1 E Sunrise Avenue, Coral Gables

Note: The County may at anytime make changes to existing service (refer to Article 14 (b)). The changes may include, but not limited to, scheduling changes, and decreases in the hours or type and level of services.

2.3 **ASSIGNMENT AND MOVEMENT OF STD LOCATIONS**

Notwithstanding the assignment of STD locations, the County reserves the right to assign additional STDs to a selected Proposer after award. Any assignment of additional STDs, after initial award, will be subject to negotiations, and based upon written resolution from the HOA. In the instance where the STD has no HOA, assignment will be subject to negotiations with a selected Proposer. If the County and the Proposer cannot negotiate a successful contract, the County may terminate negotiations and begin negotiations with another recommended Proposer, until the STD has been assigned. Upon project award, the selected Proposer's contract will be supplemented, identifying the additional STD(s) and pricing information for providing the security guard services. Future STDs requesting the security guard services will be assigned a selected Proposer using the above method of assignment, except for cause as approved by the County.

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

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. Selected Proposer(s) 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 County reserves the right to establish an alternate, streamlined method for assigning STDs.

2.4 MINIMUM QUALIFICATION REQUIREMENT

The minimum qualification requirement for this Solicitation is that Proposer shall have a Class "B", Security Agency, or Class "BB" License, Security Agency Branch Office License, issued 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.

2.5 HOURLY WAGE/BENEFITS

A. Hourly Wage

Security guards shall be paid a minimum of **\$11.82** (\$11.32 Living Wage, plus an additional \$.50) per hour for a forty-hour workweek excluding other fringe benefits. Site supervisors shall be paid a minimum of **\$12.82** (\$11.32 Living Wage plus an additional \$1.50) per hour, for a forty-hour work week, excluding other fringe benefits. Security guards and supervisors shall receive at least an additional **\$1.65** per hour of compensation, or such amount that it may be increased to, per the Living Wage Ordinance, either as hourly wages or medical benefits, the details of which are specified in Attachment 1, Supplemental General Conditions.

Note: All security officers shall receive medical insurance benefits or be paid the **\$1.65** per hour, or such amount that it may be increased to, per the living Wage Ordinance, at all times, including when working part-time, or waiting to be added to the insurance benefits program. The selected Proposer shall provide to the County a schedule of wages, incentives and benefits for each employee providing the security guard services requested herein.

B. Fringe Benefits

Security guards shall be considered full-time employees entitled to all fringe benefits normally received in established security service companies.

C. Overtime

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

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

2.6 REQUIREMENTS AND SERVICES TO BE PROVIDED**A. Requirements Prior to Notice-To-Proceed**

No later than thirty (30) days after the execution of the contract, the County will issue a Notice-To-Proceed (NTP), with the general requirements listed herein, if the selected Proposer has met the following requirements. The County reserves the right to terminate the contract if these requirements are not met within thirty (30) days of contract execution. The selected Proposer shall commence work upon issuance of the NTP by the County.

The selected Proposer shall:

1. Have a stationary base office ("dispatch location"), located within Miami-Dade County, Broward County or Palm Beach County, with the required County Business Entity Tax Receipt, and shall be owned and operated by the selected Proposer. The County reserves the right to inspect the dispatch location at any time. This dispatch location will provide centralized dispatching service manned by experienced security personnel. A mobile transmitter/receiver, operated by field personnel, will not be considered sufficient to adequately provide such service. 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 and 2-way radio at the dispatch location at all times.
2. Meet the Performance and Payment Bond requirements as specified in Section 1.9.
3. Meet the Insurance requirements as specified in Section 5.0, Article 10.
4. Provide all necessary permits, licenses and certificates for selected Proposer, selected Proposer's Security Project Manager, and Security personnel that will be assigned to the contract, verifying compliance with all applicable federal, state and municipal laws. The security guard personnel requirements are specified in Section 2.6(C). The County reserves the right to interview and approve security personnel.
5. Have communication equipment that meets the requirements as specified in Section 2.9(B).
6. Immediately after the award of the contract and prior to the NTP, the selected Proposer shall conduct an STD and dispatch location on-site and in-depth review with the County Project Manager of the total contract requirements covering the following:
 - a) Policy and specific procedures for responding to an emergency;
 - b) Proposed security personnel eligibility documentation;
 - c) Proposed security personnel training procedures;
 - d) Communication system;
 - e) Inspection system and corrective action procedures; and
 - f) Post Orders.

B. General Requirements

The selected Proposer shall:

1. Furnish management, supervision, manpower, equipment, supplies, etc. necessary to provide security services at each STD location for which selected Proposer is awarded a contract.
2. Provide continuous twenty-four hour a day, 365 days per year, unarmed security services for the purpose of providing a visible safety and passive security program at each of the STD locations awarded.
3. Provide security guard service at each STD locations' guardhouse, as specified herein. Each guardhouse shall be provided with a two-way radio (transmitter-receiver) furnished by the selected Proposer. The service will consist of at least one unarmed security guard operating at the guardhouse,

located at the entrance to the community at the STD locations illustrated on the attached maps (Exhibit A).

4. Issue to each security guard assigned to this project, an approved identification badge. Said identification badge shall be worn while on duty at all times. The badge shall include a laminated employee photograph, employee number, physical description, employee title, and company name.
5. Issue uniforms to each security guard, which are the same for each class of employees (security guard and security supervisors). The style and color must be distinguishable from the uniform of any police agency in the County. The cost of uniforms and other equipment, as further described in Section 2.9(B), shall be the responsibility of the selected Proposer.
6. Display the Post Orders, at each security guardhouse, as specified in Section 2.10(D).
7. Provide, to each employee performing security guard services, sufficient training in basic security guard duties, as specified in Section 2.6(D). This training shall take place prior to the security guard commencing the services required herein.
8. Provide a security guard, designated as a full-time Site Supervisor, for **each** guardhouse, who shall inspect the location at least once per shift, seven days per week. Documentation of a sufficient number of personnel scheduled, so as to fulfill this requirement, shall be required.
9. Provide the following documents, as specified in Section 2.6(C) below; for each security guard assigned to guard post, prior to the security guard start of work in the STD.
 - a) Urinalysis reports (by outside agency within preceding 60 days)
 - b) Medical examination reports (dated within preceding 60 days)
 - c) Training certification
 - d) Proof of minimum education requirements
 - e) Licenses
 - 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

C. Security Guard Personnel Requirements

Level 3 security guards shall meet certain minimum requirements or standards regarding background, education, experience, health, citizenship and security requirements, as established in this Section, to be eligible to perform security guard services requested herein, unless specifically and individually waived by the County Project Manager or designee. Security guards assigned by the selected Proposer to perform security guard services shall a) be fully trained in the requirements of the service, b) meet all contract requirements, and c) be approved for duty by the County prior to reporting for duty on original assignment. Security guards shall be approved and trained in order to be an emergency relief guard for absent regular security guard personnel.

All levels of security guards shall meet the following requirements:

1. Minimum Age: Security guard shall be a minimum of 21 years of age.
2. Driver's License: A valid State of Florida driver's license (required if assigned to roving patrol).
3. Licensing/Certification Requirements: Security guard shall be licensed by the state of Florida with a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493. All security guards shall maintain licensing requirements at all times while providing service to the County. Any person directing the activities of the security guards shall also meet the licensing requirements, per Florida Statute 493.6303, and possess a Class "MB" license and a Class "M" license, if applicable.

4. Background Check: All levels of security guards shall have a state and national criminal history background check, completed prior to providing service to the County, and shall be certified by the FDLE as having no felony conviction record. Misdemeanor convictions will be evaluated on a case-by-case basis, and may be grounds for disqualification, at the discretion of the County. A security guard may not provide services to the County, if security guard has:
 - a. Any felony, sexual or domestic violence conviction;
 - b. Been discharged from the military under any conditions other than honorable; and/or
 - c. Any history of irresponsible behavior, including, but not limited to, a problem employment record, as determined by the County Project Manager or designee.

Note: The selected Proposer may obtain these background checks from a private source, or may utilize the services of Miami-Dade County Employment Recruitment Department, at the established cost of the requested service.

5. Citizenship Status: Security guard shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card, Form 1-151, 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, or a completed I-9 Form.
6. English Language Literacy Requirements: Security guard shall be fully literate (i.e., read and write) in the English language and be able to clearly speak English.
7. Medical Test and Health Requirements: Security guard shall successfully complete a medical examination to be conducted at selected Proposer's expense, prior to duty assignment, or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the guard's ability to perform the services herein. The security guard shall:
 - a) Be in good general health, without physical defects or abnormalities which would interfere with the performance of duties;
 - b) Be free from any communicable disease;
 - c) Be alcohol and drug free;
 - d) Possess binocular vision, correctable to 20/20 (Snellen);
 - e) Not be colorblind; and
 - f) Be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet without benefit of artificial hearing devices.
8. Educational Background and Experience: Level 2 security guards shall possess, at a minimum, a high school diploma or certified equivalency diploma (G.E.D.), and be able to document a work history or educational background which includes at least **one** of the following qualifications:

Level-2 Security Guard/Site Supervisor

- Minimum of five years experience as a licensed security guard;
- Minimum of two years military experience;
- Civilian or Military law enforcement or Corrections accreditation;
- Four-year (bachelor's) degree from an accredited college or university;
- Two-year (associate) degree from an accredited college and one year experience as a licensed security guard.

The County may consider alternate qualifications.

Notes: a) All required experience shall be from within the US or its territories; b) all experience shall be fully and readily verifiable; and c) applicants with military service shall provide a copy of the DD-214L form and have received a honorable discharge from duty in order to be accepted. The County Project Manager or designee may consider and approve alternate forms of proof.

D. Training Requirements

The selected Proposer shall provide mandatory, on-site orientation training to all security guards as specified in the Post Orders, prior to duty assignment. The training shall consist of, but not be limited to, a) general and specific orders of the STD location, b) policy and specific procedures for responding to emergencies at the STD location, c) procedures for access control and operation of the security system, d) report writing, e) safety and fire prevention, f) police authority and jurisdiction, g) identification, and h) other security matters.

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

The County will reimburse selected Proposer for the training of security guards assigned to the STDs, at the contracted hourly rate (see Section 2.5), for up to four hours of work for each guard who is approved, and after the guard has completed 160 hours (one month) of work after said training.

2.7 SECURITY GUARDS SPECIFIC TASKS AND RESPONSIBILITIES

Depending on the needs of each STD location, the County may require slight variations, as issued in the NTP, on the tasks and responsibilities outlined below. The following tasks and responsibilities shall be performed by security personnel employed by the selected Proposer to provide security guard services to the STDs.

A. Site Supervisor

The Site Supervisor shall a) be assigned as a security guard at the STD location, with additional responsibilities at the site to include but not be limited to, a) supervising security guards, on-site training and work direction to guards, b) remaining in instant communication with the selected Proposer's central dispatch location, c) observing the condition and performance of the other guards, the condition of the guard house, the guard house environment and level of activity. Duties may also include the tasks and responsibilities listed below for Security Guard.

B. Security Guard

The Security Guard shall:

- a) Report to work on time and remain on assigned duties until relieved as required.
- b) Maintain good personal and uniform appearance and be courteous to the public at all times. Uniforms shall be clean and pressed and include name tags (see Section 2.9.B).
- c) Maintain order and use good judgment and discretion in handling unruly or trespassing public.
- d) Maintain daily logs and write daily reports, and incident reports. Incident reports shall be on a pre-approved County form.
- e) Operate a marked motor vehicle where required (if assigned to roving patrol).
- f) Maintain a professional atmosphere within areas of assignment.
- g) Not read newspapers, magazines, religious materials or any other non-work related items while providing services to the County. In addition, newspapers and magazines are prohibited from being anywhere on post. It is the responsibility of each security guard to ensure at the start of each shift that this policy is followed, (e.g., security guards need to be sure that there are no newspapers, unauthorized reading materials, televisions, cell phones, or any other unauthorized items in the area of the post) because security guards will be held responsible and liquidated damages will be assessed.

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

2.8 REPORTING REQUIREMENTS

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 Project Manager or designee can conduct further investigation, if needed. All bound logbooks become the property of the County upon its replacement. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition. The selected Proposer shall maintain all logbooks. Upon expiration of the contract or earlier as required by County Project Manager or designee, the selected Proposer shall deliver all such logbooks to the County, at a place to be determined by the County Project Manager.
- B. A copy of all reports and all major incidents shall be furnished to the County Project Manager or designee.
- C. An incident report shall be completed whenever any unusual events and/or criminal event occur. Such events include, but are not limited to, discharge of firearms, major criminal act or any safety hazards. Security guards shall consult the selected Proposer's Site Supervisor when in doubt about any reports. If there are any injuries, 911 should be called immediately. The central dispatch location shall be notified immediately after calling 911.
- 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 central dispatch location immediately after the incident occurs.

2.9 EQUIPMENT, MATERIALS AND SUPPLIES**A County Supplied Items**

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

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

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

B. Selected Proposer Supplied Items

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

- a) Communication Equipment: A two-way radio (transmitter-receiver), licensed for use by the FCC, is required for each guardhouse. This criteria and all other facets of the selected Proposer's radio communications system will be evaluated by County radio technicians or other person(s) designated

by the County Project Manager or designee prior to the issuance of NTP. Should the system be judged inadequate to provide service within the contractual standards specified herein, and the selected Proposer is unable or unwilling to make changes deemed necessary by the County, the NTP will not be issued.

- b) Special Equipment: One working flashlight (two "D" cell size or larger) shall be available at the guardhouse. Selected Proposer shall be responsible for maintain a supply of replacement batteries.
- c) Uniforms: Each security guard shall wear a complete, clean, well-fitting uniform as is initially approved by the County. Uniform shall include a shirt and cap. Uniforms, and the wearing of them, shall in general conform to standards and usage prescribed and in effect for security guards. All security guard personnel performing the services requested herein shall wear the same color and style of uniform. The selected Proposer shall supply a cold-weather jacket for each security guard required to perform duties while exposed to cold or wet weather conditions. All cold or wet weather clothing shall be identical in style and color for each guard.

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

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

- d) Security Guards, if assigned to roving patrol, shall be required to operate licensed and insured marked motor vehicles in order to conduct vehicular patrols of an area. Said vehicles shall be provided, and all expenses for their maintenance and operation shall be paid by the selected Proposer. Any security guard assigned to a post where he/she will be operating a motorized vehicle, shall have a valid driver's license. The selected Proposer shall comply with insurance requirements as specified in Section 5.0, Article 10, and the insurance shall be sufficient to cover the use of vehicle.

2.10 WORK PRACTICES, STANDARDS AND DUTIES

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

A. Standards of Conduct

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

B. Work Schedules

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

a) Posting Work Schedules

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

b) Relief

The security guard shall not leave the post until properly relieved by duty personnel assigned to the following shift, if such shift is scheduled, or unless specifically authorized by the County. The selected Proposer shall provide breaks as required by Federal and Florida State law. Security guards, who are on a break, shall remain at their assigned post unless relieved by a properly trained relief. Any violations may result in removal of the security guard, and/or may result in penalties (refer to Section 2.12).

c) Starting and Stopping Work

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

d) Limitations on Hours and Assignments

No security guard shall provide more than twelve hours of service, including all break periods, within a twenty-four hour period, unless the work periods are separated by an eight hour non-duty period. This limitation may be waived by the County in emergency situations that are beyond the control of the selected Proposer (e.g., weather conditions, civil disturbances, natural disasters, etc. preventing the next shift from getting to the post). Each occurrence will require an individual waiver provided by the County Project Manager or designee.

C. Recording Presence

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

D. STD Post Orders

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

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

E. Reports, Records and Desk Book

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

F. Emergency Assistance

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

G. Lost and Found

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

H. Hazardous Conditions

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

I. Removal from Duty

If the County Project Manager determines a selected Proposer is disqualified or unfit for duty, the County Project Manager will request that the selected Proposer immediately remove said security guard from duty. The selected Proposer must comply with all such requests.

a) Disqualification

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

b) Unfit for Duty

For clarification, a determination of unfitness may be made from, but not limited to, incidents involving the most immediate identifiable types of misconduct or delinquency as set forth below:

- Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, or refusing to render assistance or cooperate in upholding the integrity of the security program at the STD.
- Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- Disorderly conduct, use of abusive or offensive language intimidation by words or actions, or fighting. Also, participation in disruptive activities which interfere with the normal and efficient guardhouse operation.
- Theft, vandalism, or any other criminal actions.
- Selling, consuming or being under the influence of intoxicants, drugs or substances which produce similar effects.
- Unethical or improper use of official authority or credentials.
- Unauthorized use of communications equipment or County property.
- Violation of security procedures or regulations.
- Recurring tardiness.
- Failure to have display proper identification or produce applicable registration.
- Use of County telephones for purposes other than to report to supervisors or to report emergencies.

J. Replacement Employees

The selected Proposer shall provide the training outlined in Section 2.6(D), to each replacement security guard prior to the security guard start of work at any STD location. All security guards shall be approved by the County Project Manager or designee prior to assignment to STD.

K. Waivers

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

L. Weapons

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

2.11 PENALTIES AND DEDUCTIONS

The following penalties for nonperformance or unsatisfactory performance may be imposed by the County against the selected Proposer.

A. Major Incidents

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

- Failure to provide security guard coverage.
- Security guard sleeping on duty.
- Security guard working under the influence of drugs or alcohol.
- Security guard participating in any collusion of criminal activity such as theft, vandalism, sale of drugs or alcohol.
- Falsifying logbook entries or status reports.
- Failure to provide a written report documenting an incident or accident.
- Failure to properly train any security guard employee.
- Disorderly conduct, use of abusive or offensive language, intimidation by words or action, or fighting.
- A security guard working over 13 consecutive hours at guard post (see 2.10.B).

B. Minor Incidents

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

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

Note: The deduction schedule will be applied separately for each documented violation. All compliance deductions will be applied by the County against the selected Proposer's invoice.

2.12 VIOLATIONS

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

A. Personnel Violations: These violations may include, but not limited to: tardiness, sleeping on duty, failure to follow post orders, abandoning post, failed to report for duty, inappropriate behavior, improper or badly soiled uniform, failure to make report, improper State licensure (e.g., not on person, expired), improper records, reports or logbook, vehicle irregularities, unauthorized visitors on post, not signing in or out in logbook, personal phone use, or health deficiencies

B. Administrative Violations: These violations may include, but not limited to: improperly or insufficiently equipped, no radio or inoperative radio, no vehicle or inoperative vehicle, inadequate writing skills, inadequate training, lack of contract supervision, excessive hours on duty (not approved in advance by County), violations of local, State, or Federal laws, Regulations, or Ordinances, criminal records check not complete or hired security guards with criminal records, difficulty in speaking or understanding English, and/or being understood by others, failure to have current post orders on site, or invoicing discrepancies/inaccuracies.

- C. **Special Violations:** These violations may include, but not limited to: reassignment of any personnel previously suspended or removed from duty by the County, failure to notify the County of an arrest of personnel, improper internal employee fines or wage practices, false statements or falsification of any documents required by the County.
- D. **Repeated Violations:** Repeated violations of any type or a particularly serious violation at the same STD location may result in the removal of the selected Proposer from the STD by the County. The STD may be assigned to another selected Proposer. Similarly, new or existing STDs may be assigned to a different selected Proposer, in the best interest of the County, if there has been a demonstrated pattern of incompetence by the existing selected Proposer. See Section 2.3, Assignment and Movement of STD locations.

2.13 DOCUMENTATION

All records pertinent to administration and management of the Services shall be maintained at a local office and are subject to inspection by the County at any time.

- A. The selected Proposer shall maintain, at a minimum, the following documents at the central dispatch station:
- Financial records: invoices, employee payroll and other associated backup documentation;
 - FCC License;
 - Log Books;
 - Incident Reports; and
 - Employee Personnel File.
- B. 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 hereunder. A copy of said violations shall be placed in the employees personnel file. The personnel files shall contain copies of, but not limited to, the following documents:
- a) FDLE and national criminal background check which shall be updated on a yearly basis;
 - b) Medical examination, including drug test results, which shall be updated, on a yearly basis;
 - c) Training test results along with a copy of the test;
 - d) Proof of education and experience;
 - e) State Security Officer licenses "D", "G" and "DI" as applicable;
 - f) Employment application and verifications of prior employment;
 - g) Proof of certification for Law Enforcement experience;
 - h) A copy of DD-214 Long form for Military and Coast Guard experience;
 - i) A copy of a valid State of Florida Drivers license, with documentation of five year driver's history; and
 - j) Proof of Citizenship, Resident Alien card or Work Permit.

Note: Failure to comply with any of these requirements constitutes a material breach of the contract, and may result in non-performance penalties as specified in Section 2.11.

2.14 PROGRESS MEETINGS

The County may hold mandatory meetings, at the discretion of the County Project Manager or designee, for the purpose of discussing issues relevant to the performance and/or administration of the security guard services provided by the selected Proposer. The County Project Manager or designee, reserves the right to schedule meetings at any time during the contractual period by notifying selected Proposer, by phone or in writing. The selected Proposer's Account Manager or other appropriate person, as requested by the County, shall be present at all meetings scheduled by the County Project Manager or designee unless specifically waived by the County Project Manager or designee. In emergency cases, advanced notice is not required.

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.

3.2 Proposal Format

Submit only **one proposal** to apply for as many of the STD locations as Proposer is interested in providing security guard service. The Proposal shall follow the proposal format requirements and shall clearly indicate which STD location the Proposer's submittal is intended for on Form A-1.

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	20
5. Financial Capability	10
<u>Price Criteria</u>	<u>Points</u>
6. Proposer's proposed price	10

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

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 the Department of Procurement Management for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact the Department of Procurement Management at (305) 375-5773 or access www.miamidade.gov/dpm. 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

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. The Evaluation/Selection Committee will submit the list of recommended Proposers to each STD HOA. Each HOA will then recommend the firm they wish to enter into negotiations with, via written Resolution, to provide the services to the specific STD location. In the instance where the STD has no HOA, or the HOA does not provide a written Resolution, the Evaluation/Selection Committee will recommend a Proposer to enter into negotiations with, to provide the services. The Evaluation/Selection Committee will submit their final recommendations, along with the HOA's written Resolutions, to the County Manager. The County Manager or designee will determine with which

Proposer(s) the County shall negotiate, if any. In his sole discretion, the County Manager 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 selected Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Manager's or designee's discretion, begin negotiations with another recommended Proposer (see Section 2.3). This process may continue until a contract(s) 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 and 10-33.1 of the Miami-Dade County Code as amended by Ordinance 08-113. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

4.9 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Manager or designee for approval. All Proposers will be notified in writing when the County Manager or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. The County reserves the right to assign STDs, through mutual agreement, to a selected Proposer, if deemed 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. 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.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County workdays of the filing of the County Manager's recommendation. This three day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.
- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

- D. For award recommendations greater than \$250,000, the County's recommendation to award or reject will be immediately communicated (via mail, fax or e-mail) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000, each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 NW 1st Street, Miami, FL. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Solicitation.

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

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 DPM website at www.miamidade.gov 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, Department of Procurement Management, prior to the commencement of any work under any agreement, Certificate(s) 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
Attachment 2: Master Guardhouse Post Orders
Attachment 3: Desk Book and Post Orders
Attachment 4: Performance and Payment Bond Cash
Attachment 5: Performance and Payment Bond Surety
Exhibit A: Special Taxing District Boundaries
Proposal Submission Package

(This is the form of agreement the County anticipates awarding to the selected Proposers.)

Security Guard Services for Special Taxing District (Level 2 Guards)

Contract No. RFP717

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between _____, a corporation organized and existing under the laws of the State of _____, having its principal office at _____ (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide _____, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 717 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

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

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

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), Price Schedule (Appendix B), Living Wage Ordinance (Appendix C), State of Florida "B" License (Exhibit A), Miami-Dade County Occupational License (Exhibit B), RFP No.717 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean _____ and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) Appendices to these terms and conditions (the Scope of Services and Price Schedule), 3) the Miami-Dade County's RFP No. 717 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

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

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date on the first page of this Contract, and shall end on the last day of the 24th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for three, two-year option to renew. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) to the County

- a) to the Project Manager:

Miami-Dade County
Public Works Department
111 NW 1st Street, 16th Floor
Miami, FL 33128
Attention: Department Director
Phone: (305) 375-2960
Fax: (305) 375-3338

and,

- b) to the Contract Manager:

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

(2) To the Contractor

Attention:

Phone: ()

Fax: ()

E-mail:

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as specified in Appendix B, Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

ARTICLE 8. PRICING

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

However, the County may consider an adjustment to price based upon an increase to the Living Wage. If approved, the hourly rate shall then be increased by an amount equal to the dollar value of the Living Wage increase.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five

days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

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

Miami-Dade County
Public Works Department
111 NW 1st Street, 16th Floor
Miami, FL 33128
Attention: Donald Tock

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

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

Upon County's notification, the Contractor shall furnish to the Department of Procurement Management, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis, including Personal Injury Liability, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**

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

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

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

OR

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

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

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

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

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

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

this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. PERFORMANCE AND PAYMENT BOND

The Contractor agrees to execute and deliver simultaneously with the executed Contract, a Contractor's Performance and Payment Bond prepared on the applicable bond form(s) (see Attachment 3 and 4). The Bond(s), in the amount of 100% of the Contract amount may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength as set forth below:

Surety Bond Qualifications: The following specifications shall apply to all types of bonds.

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

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

On bond amount of 500,000 or less, the provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued,
 2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and
 3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.
- B. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "**Surety Companies Acceptable on Federal Bonds**", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
- C. The attorney-in-fact or other officer who signs the bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The bond must be countersigned by the surety's resident Florida Agent.

The Contractor may in lieu of a surety bond, submit a cash bond, conditioned upon the faithful performance of the work in strict accordance with this Contract and with the Scope of Services and the completion of the same free from all liens and within the time limit herein specified. The

bond shall be so worded as to make the Contract a part thereof and shall contain a clause providing the right of suit or action for whose benefit said bond shall be executed as disclosed by the text of said Bond and Contract to the same extent as if he or they were the obligee or obligee therein specifically mentioned, and all such persons shall be held or deemed to be obligee thereof.

Florida Statutes 255.05 provide for the following conditions to be made in all Performance and Payment Bonds relating to public projects.

"A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection."

"A claimant who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment."

"No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies."

ARTICLE 12. MANNER OF PERFORMANCE

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

- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 13. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

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

ARTICLE 14. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 15. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

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

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

ARTICLE 16. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 17. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 18. AUDITS

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

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 19. SUBSTITUTION OF PERSONNEL

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

ARTICLE 20. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 21. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will

have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 22. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

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

ARTICLE 23. SEVERABILITY

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

ARTICLE 24. TERMINATION AND SUSPENSION OF WORK

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

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

- d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.
- f) All compensation pursuant to this Article is subject to audit.

ARTICLE 25. EVENT OF DEFAULT

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

ARTICLE 26. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to

rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 27. REMEDIES IN THE EVENT OF DEFAULT

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

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

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 28. FAILURE TO PERFORM (Liquidated Damages)

The Contractor 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 Project Manager or designee's assessment of all liquidated damages will be final. The County will accomplish this by deducting the amount of the liquidated damages from subsequent payments due for service rendered by the selected Proposer. Repeated violations or patterns of violations will result in a doubling or tripling of the amount of liquidated damages. Subsequent violations will result in vendor non-performance.

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 Project Manager or designee, in order to afford the selected Proposer time to notify the County of extenuating circumstances.

The graduation of liquidated damages will occur with the involvement of the same Special Taxing District (STD) location, selected Proposer's personnel, and a pattern of the same incidents at multiple STDs.

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 Project Manager or designee. In such circumstances, the selected Proposer will receive copies of such actions, and will be awarded the opportunity to respond, in accordance with County non-performance procedures. Upon documentation of non-performance actions, the County Project Manager or designee may take actions (beyond the imposition of liquidated damages), that may include the following but are not limited to:

ARTICLE 29. PATENT AND COPYRIGHT INDEMNIFICATION

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

ARTICLE 30. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the

prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

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

ARTICLE 31. PROPRIETARY INFORMATION

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

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

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

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

ARTICLE 32. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 33. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST**a) Vendor Registration**

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Section 2-8.8 of the County Code)
13. **Environmentally Acceptable Packaging**
(Resolution R-738-92)
14. **W-9 and 8109 Forms**
(as required by the Internal Revenue Service)
15. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
(Section 2-1076 of the County Code)
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

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

ARTICLE 34. INSPECTOR GENERAL REVIEWS**Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

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

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

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

and corruption.

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

ARTICLE 35. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

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

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or

abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 36. NONDISCRIMINATION

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

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

ARTICLE 37. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals

and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 38. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

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

ARTICLE 39. BANKRUPTCY

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

ARTICLE 40. GOVERNING LAW

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

ARTICLE 41. COUNTY USER ACCESS PROGRAM (UAP)**a) User Access Fee**

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

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

b) Joint Purchase

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

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

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

c) Contractor Compliance

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

ARTICLE 42.

The provisions of Miami-Dade County Ordinance 99-44 apply to this Contract. The Contractor hereby agrees to comply with the provisions of Ordinance 99-44 as presented in the Supplemental General Condition (Attachment 1), and acknowledges awareness of the penalties for non-compliance.

ARTICLE 43. SURVIVAL

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

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

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____
Corporate Secretary/Notary PublicAttest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency_____
Assistant County Attorney

SUPPLEMENTAL GENERAL CONDITION

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 pursuant to these specifications, a bidder is hereby agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained from the department issuing the specifications for this solicitation.

This Supplemental General Condition is organized with the following sections:

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

1. DEFINITIONS

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

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- F. "Contracting officer" means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.
- G. "County" means the government of Miami-Dade County or the Public Health Trust.
- H. "Covered employee" means anyone employed by any service contractor, as further defined in County Code Section 2-8.9, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with the County.
- I. Covered employer means any and all service contractors and subcontractors of service contractors providing covered services. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:
- (1) the service contractor is paid in whole or in part from the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, for contracted covered service whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and
 - (2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or
 - (3) the service contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the Covered Services defined herein at any Miami Dade County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement or otherwise.
- J. Covered services are services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:
- (1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over \$100,000 per year for the following services:
 - (i) food preparation and/or distribution;
 - (ii) security services;

Attachment 1

- (iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
 - (iv) clerical or other non-supervisory office work, whether temporary or permanent;
 - (v) transportation and parking services including airport and seaport services;
 - (vi) printing and reproduction services; and,
 - (vii) landscaping, lawn and/or agricultural services.
- (2) Services Provided To Miami-Dade County Aviation Facilities: Any service that is provided by a GASP Permittee to a Miami-Dade County Aviation Department Facility or any other service Contractor that provides any of the following services to a Miami-Dade County Aviation Department facility is a covered service without reference to any contract value.
- (i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;
 - (ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;
 - (iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;

Attachment 1

- (iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;
 - (v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;
 - (vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to supply such services;
 - (vii) Janitorial Services;
 - (viii) Delayed Baggage Services;
 - (ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,
 - (x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.
- K. "Debar" means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to section 10-38 of the Code of Miami-Dade County.
- L. "Living wage" means the minimum hourly pay rate with or without health benefits as further described in Section 2-8.9 of the Code of Miami-Dade County and as indexed from year to year.

Attachment 1

- M. "Living Wage Commission" means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications submitted by covered employers, reviewing quarterly reports on complaints filed by employees and making recommendations to the County Mayor and Commission.
- N. "Project manager" means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.

2. MINIMUM WAGES AND POSTING OF INFORMATION

- A. All covered employees providing covered services shall be paid a living wage of no less than \$12.97 per hour or \$11.32 per hour with qualifying health benefits, as described in this section and in the Living Wage Ordinance. When the covered employer seeks to comply with the Living Wage Ordinance by choosing to pay the wage rate applicable, when also paying qualifying health benefits, such health benefits shall consist of at least \$1.65 per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of such benefits must be submitted to the applicable department to qualify for the wage rate for employees with health benefits.
- B. Pursuant to Section C of County Code Section 2-8.9, the Living Wage rate must be annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade.
- C. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account. The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
- D. Covered employers must post in a visible place on the site where such contract work is being performed, a notice specifying the (1) wages/benefits to be paid; (2) the amount of liquidated damages for any failure to pay such specified combined overall hourly wage rate and benefits; and (3) the name and address of the responsible official in Miami-Dade County to whom written complaints should be sent. Posting requirements will not be required where the employer prints the following statements on the front of the covered employee's paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All

Attachment 1

notices will be printed in English, Spanish and Creole. Any complaints of underpayment must be filed in writing with the Director of the Department of Business Development, 175 Northwest First Avenue, 28th Floor, Miami, FL 33128, (305) 349-5960.

- E. Covered employers must refrain from terminating or otherwise retaliating against an employee performing work on the contract even though a complaint of practices has been filed by the employee or other investigative or enforcement action is being taken regarding such service contractor.

3. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

- A. In the event of any underpayment of required wage rates, the contractor may be liable to the underpaid employee for the amount of such underpayment within thirty (30) days of the findings of violation. Covered employers found to be in violation of the requirements of Section 2-8.9 may also be required to pay liquidated damages of up to \$500 to the County for each employee of the covered employer who performs any portion of the contract work for each week, or portion thereof, that is paid less than the specified applicable living wage rate. Request for appeals of violations must be filed in writing with the compliance officer within ten (10) days of receipt of the violation.
- B. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Department of Business Development (DBD) for depository into the DBD Trust Fund. Proceeds from the "Trust Fund" shall be held for one (1) year and if not claimed by the underpaid employee, shall be transferred to the State of Florida.
- C. The County may withhold from a service contractor any moneys payable on account of work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Section 2-8.9, the project manager may withhold or cause to be withheld from the service contractor under this agreement so much of the accrued payments or advances as may be considered necessary to pay employees of the covered employer the full amount of wages required by the contract. In the event of failure to pay any covered employee, employed or working on the project, all or part of the wages required by the contract, the project manager may, after written notice to the service contractor, take such action as may be necessary to cause the suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the covered employee only in accordance with the provisions of Section 6, "Complaints and Hearings; Contract Termination and Debarment".

- D. In addition to the payment of penalties and backwages, repeat offenders may be debarred from doing business with the County for a period of up to five years and/or have their contracts terminated.

4. PAYROLL; RECORDS; REPORTING

- A. Each covered employer shall maintain payrolls for all covered employees and records relating thereto and shall preserve them for a period of three (3) years. The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; if applicable, a record of health benefit payments including contributions to approved plans; and any other data or information the Living Wage Commission or compliance officer should require from time to time.
- B. The service contractor shall provide a certificate to the applicable department, with every invoice or requisition for payment, that includes the name, address, and phone number of the covered employer, a local contact person, and the specific project for which the service contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the contract specifications; and the name and social security number of every employee that provided service for that requisition for payment.
- C. The covered employer shall submit the information required hereunder every six (6) months, to the applicable department a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.
- D. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees hired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.
- E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for debarment. The service contractor is responsible for the submission of the information required hereunder and

for the maintenance of records and provision of access to same by all subcontractors.

5. SUBCONTRACTS

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

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

- A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.
- B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:
 - (1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
 - (2) The penalties assessed;
 - (3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,
 - (4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.

- C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.
- D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.
- E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Section 2-8.9.
- F. In addition to the payment of penalties and back wages, the County Manager may debar, for a period not to exceed five (5) years, a service contractor or subcontractor and the principal owners and/or qualifying agents thereof found to have violated the requirements of Section 2-8.9 a second time. If the County Manager determines a covered employer failed to comply with these provisions a third time, the non-complying covered employer's service contract with the County may be terminated.
- G. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment, and any other remedies available to the County.

SECURITY GUARD SPECIAL TAXING DISTRICT GUARDHOUSE-ONLY POST ORDERS

DESK BOOK AND POST ORDERS

METROPOLITAN DADE COUNTY

Public Works Department
Special Taxing Districts Division

Last Updated: March 1, 2001

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SECTION 1: ARRIVAL AND CHECK-IN

1.1 ARRIVAL

- 1.1.1 Arrive on-site *before* the start of your shift.
- 1.1.2 Park only in the assigned area.
- 1.1.3 Arrive completely uniformed, with a neat appearance.

1.2 CHECKING IN

- 1.2.1 Check that the post and equipment are clean, orderly, accounted for and operational.
- 1.2.2 Question the departing guard and inspect the logbook and any Police Alert Sheets for all information about any previous or continuing problems affecting the post.
- 1.2.3 Call your dispatcher to report starting work, and tell him about any problems or needs.
- 1.2.4 Sign the logbook to record your arrival and start of duty.

SECTION 2: GENERAL RESPONSIBILITIES AND PROCEDURES

2.1 TRAFFIC HANDLING

- 2.1.1 When any vehicle approaches, *STAND OUTSIDE OF THE GUARDHOUSE* with the vehicle log clipboard in hand; if it is raining, stand in the doorway.
- 2.1.2 All vehicles without a resident decal, for which you open the gate, *must* be handled as visitors.
- 2.1.3 Handle the Arriving Visitor:
 - 1) *DO NOT QUESTION THE VISITOR.*
 - 2) Assist the driver as necessary.
 - 3) Record all required vehicle information.
 - 4) Raise gate when it is safe, and when doing so will not cause a conflict with another vehicle.

2.1.4 Do not unnecessarily delay motorists, but be sure to follow all post orders.

2.1.5 All exiting traffic is to be recorded from 0000 to 0600 hours.

2.2 KEEPING POST CLEAN

2.2.1 Place trash bag(s) out for sanitation truck .

2.2.2 Sweep and pick up trash as necessary.

2.3 GATE OPERATION

2.3.1 All vehicles must stop before the gate is raised.

2.3.2 Keep the gate lowered between vehicles, except while using the restroom.

2.3.3 Remove the gate arm if it malfunctions (See Section 4.5, "Malfunctions").

2.3.4 Replace the gate arm if broken.

2.4 LIGHTING

2.4.1 Light the outside and the main-area inside lights between sunset and sunrise.

SECTION 3: RECORD KEEPING

3.1 DAILY REPORTING IN LOGBOOK

3.1.1 You must record the following:

- 1) Visits by County and Guard Company personnel
- 2) All telephone calls
- 3) Equipment malfunctions
- 4) Irregularities
- 5) All maintenance or repair visits

3.2 TRAFFIC LOGGING

3.2.1 For **Visitor's Vehicles** you must record:

- 1) Arrival time and date
- 2) Vehicle description
- 3) License tag number
- 4) Visible company name
- 5) Any *volunteered* destination

3.2.2 For **Pedestrians and Bicycles** you must record:

- 1) Arrival time and date
- 2) Description
- 3) Any *volunteered* destination

3.2.3 For **Emergency Vehicles** you must record:

- 1) Arrival time and date
- 2) Description
- 3) Agency
- 4) Any *volunteered* destination

3.2.4 For **Official Government Vehicles** you must record:

- 1) Arrival time and date
 - 2) Government Agency
 - 3) Unit number if shown on the outside of the vehicle
- (Examples are: Police, Fire, County, City, Postal, School Buses)
(Note that this procedure does **NOT** include recording the tag number)

3.3 RECORDING INCIDENTS

3.3.1 You must write an incident report for:

- 1) Serious equipment problems
- 2) Confrontations
- 3) Any call to have the dispatcher call 911
- 4) Actual, suspected or potential criminal activity.
- 5) Any injury or vehicle damage occurring at the post

3.4 MAINTENANCE AND REPAIRS LOGGING

3.4.1 All visits by maintenance, cleaning or repair personnel must be logged, both in the site log book, and on the blue maintenance log sheets.

3.5 WRITING AND HANDLING LOGS AND REPORTS

3.5.1 All records must use 24 hour (military) time format

3.5.2 Records must be recorded in blue or black ink

3.5.3 Only Special Taxing District Division and Guard Company personnel may remove records. Refer other persons making such requests to the Special Taxing District Office at 375-2005.

SECTION 4: EMERGENCIES, CONFRONTATIONS AND INCIDENTS

4.1 OBSERVING CRIMINAL ACTIVITY

e 4.1.1 Keep alert and observe activities around the guardhouse.

4.1.2 Report any observed or suspected violations of the law to the dispatcher.

4.1.3 Record any suspicions, even if you don't call the dispatcher.

4.2 HANDLING CONFRONTATIONS

4.2.1 Politely tell anyone demanding that you violate the post orders, "I'm sorry, your request violates my post orders. You may wish to discuss your request with the

Special Taxing District Division personnel at 375-2005".

4.2.2 Threats or verbal abuse are not to be returned.

4.2.3 If you believe that you are, or will be, in physical danger, call your dispatcher.

4.3 **HANDLING SUSPICIOUS INQUIRIES**

4.3.2 Do not provide any information concerning residents.

4.3.2 Make an incident report with the details of any non-resident over-inquiring about security or residents.

4.4 **HANDLING MALFUNCTIONS/SHORTAGES/BREAKAGES**

4.4.1 Report **Non-Emergency Problems** by leaving a note for the Dade County Special taxing Division Security Supervisor, or notifying your dispatcher.

4.4.2 Report **Emergency Problems** to your dispatcher.

4.5 **CRIME AND SERIOUS INCIDENT HANDLING**

4.5.1 Handle **Crime Emergencies** as follows:

- 1) Record details
- 2) Call the dispatcher
- 3) Observe for related activity
- 4) Fill out incident report

4.5.2 Handle **Non-emergency Crimes or Traffic Accidents** as follows:

- 1) Record details
- 2) Call your dispatcher
- 3) Fill out an incident report

4.5.3 Handle **Medical or Fire Emergencies** as follows:

- 1) Record details
- 2) Call your dispatcher
- 3) Fill out incident report

4.6 VEHICLE/GATE COLLISIONS AND PROPERTY DAMAGE

- 4.6.1 Do not summon the police for *unintentionally* damaged gate arms.
- 4.6.2 For any other damage to the facility, have the dispatcher summon the police.
- 4.6.3 Tell any motorist wishing payment for damages that he must wait for the police to be summoned, and that he must submit a claim to the County.
 - 1) Call the dispatcher and have him summon the police
 - 2) Check the vehicle for damage
 - 3) Fill out an incident report
 - 4) Record the case number given by the police
 - 5) Give the driver a claim information sheet or tell him to contact information:

Special Taxing Districts Division
111 NW 1 Street, Suite 1510
Miami, FL 33128-1970
Telephone 375-2005

SECTION 5: PROHIBITIONS

5.1 PROHIBITED EQUIPMENT AND MATERIALS

- 5.1.1 These items are specifically forbidden:
 - 1) Televisions
 - 2) Firearms or weapons
 - 3) Non-business related reading materials
 - 4) Video games
 - 5) Personal telephones, including cellular telephones and other wireless telephones
- 5.1.2 Other items will be excluded, as necessary, by the County Security Supervisor.

5.2 PROHIBITED ACTIVITIES

- 5.2.1 Do not play music or radio loudly.
- 5.2.2 Do not leave the post before you are relieved.

5.2.3 Do not sleep at the post, or appear to be asleep.

5.2.3 Do not use the telephone except for emergencies or security business.

5.3 PROHIBITED INTERACTIONS

5.3.1 Do not permit visitors to remain at the post.

5.3.2 Do not provide information to non-residents other than directions. Refer any such requestors to the Special Taxing Districts Division at 375-2005.

5.3.3 Do not provide addresses of residents.

5.3.4 Do not accept deliveries for others at the guardhouse.

5.3.5 Do not smoke while interacting with the public.

5.4 SCOPE OF RESPONSIBILITIES

5.4.1 Restrict your activities to what is in these post orders.

SECURITY GUARD SPECIAL TAXING DISTRICT

DESK BOOK AND POST ORDERS

METROPOLITAN DADE COUNTY

Public Works Department
Special Taxing Districts Division

Last Revised: November 7, 1997

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SECTION 1

ARRIVAL AND CHECK-IN

1.1 ARRIVAL

- 1.1.1 Arrive on site before the start of your shift.
- 1.1.2 Park your personal vehicle at the lot at the entrance.
- 1.1.3 Arrive completely uniformed, with a neat appearance.

1.2 CHECKING IN

- 1.2.1 Check that the post and equipment are clean, orderly, accounted for and operational.
- 1.2.2 Question the departing guard and inspect the log for all information about any previous or continuing problems affecting the post.
- 1.2.3 Call your dispatcher to report starting work, and tell him about any problems or needs.
- 1.2.4 Sign the logbook to record your arrival and start of duty.

SECTION 2

GENERAL GUARDHOUSE RESPONSIBILITIES AND PROCEDURES

2.1 TRAFFIC HANDLING

- 2.1.1 When any vehicle approaches, *STAND OUTSIDE OF THE GUARDHOUSE* with the vehicle log clipboard in hand, ready to handle the arriving vehicle.
- 2.1.2 Non-emergency vehicles for which you must raise the gate shall be handled as visitors. Emergency vehicles shall be recorded, but not delayed. Tag numbers are not required to be recorded for government vehicles.

2.1.3 Handle the arriving visitor:

- 1) ***DO NOT QUESTION THE VISITOR.***
- 2) Assist the driver as necessary.
- 3) Record required vehicle info (see sect. 3.2.1) ***BEFORE*** raising gate.
- 4) Raise gate.

2.1.4 Do not needlessly delay motorists, but be sure to follow these steps, in order.

2.2 KEEPING POST CLEAN

2.2.1 Place trash bag(s) out for sanitation truck .

2.2.2 Sweep and pick up trash as necessary.

2.3 GATE OPERATION

2.3.1 All vehicles must stop before the gate is raised.

2.3.2 Lock the exit gate up for large vehicles.

2.3.3 Remove the gate arm if it malfunctions (See Section 4.5, "Malfunctions").

2.3.4 Replace the gate arm if broken.

2.4 LIGHTING

2.4.1 Light the outside and the main-area inside lights between sunset and sunrise.

2.5 COMMUNICATION WITH PATROL CAR

2.5.1 If the patrol does not report for 30 minutes, advise your dispatcher.

2.5.2 Advise the patrol of the description of any suspicious persons or vehicles entering the district.

2.5.3 Call the patrol for assistance, or for relief in order to use the

restroom.

- 2.5.4 Advise the patrol to return to the guardhouse when an inspector arrives.
- 2.5.5 Advise the patrol of the location of any complaint by a resident.

SECTION 3

RECORD KEEPING

3.1 DAILY REPORTING IN LOGBOOK

3.1.1 You must record the following:

- 1) Visits by County and Guard Company personnel
- 2) All telephone calls
- 3) Equipment malfunctions
- 4) Irregularities
- 5) All maintenance or repair visits

3.2 TRAFFIC LOGGING

3.2.1 For Visitor's Vehicles you must record:

- 1) Arrival time and date
- 2) Vehicle description
- 3) License tag number or Vehicle Identification (VIN) Number
- 4) Visible company name
- 5) *Volunteered* destination

3.2.2 For Pedestrians and Bicycles you must record:

- 1) Arrival time and date
- 2) Description
- 3) *Volunteered* destination

3.2.3 For Emergency Vehicles you must record:

- 1) Arrival time and date
- 2) Description

- 3) Agency
- 4) *Volunteered* destination

3.2.4 For **Official Government Vehicles** you must record:

- 1) Arrival time and date
- 2) Government Agency
- 3) Unit number if shown on the outside of the vehicle

(Examples are: Police, Fire, County, City, Postal, School Buses)

3.3 RECORDING INCIDENTS

3.3.1 You must write an incident report for:

- 1) Serious equipment problems
- 2) Confrontations
- 3) Any request for the dispatcher to call 911
- 4) Actual, suspected or potential criminal activity.
- 5) Any injury or vehicle damage occurring at the post

3.4 WRITING AND HANDLING LOGS AND REPORTS

3.4.1 All records must use 24 hour (military) time format

3.4.2 Association Directors may inspect the logs at the post

3.4.3 Only Special Taxing District Division and Guard Company personnel may remove records. Refer any such requests to the Special Taxing District Office at 375-2005.

SECTION 4

EMERGENCIES, CONFRONTATIONS AND INCIDENTS

4.1 OBSERVING CRIMINAL ACTIVITY

4.1.1 Keep alert and observe activities around the guardhouse.

4.1.2 Report any observed or suspected violations of the law to the dispatcher.

- 4.1.3 Record any suspicions, even if the dispatcher is not notified.

4.2 HANDLING CONFRONTATIONS

- 4.2.1 Politely tell anyone demanding that you violate the post orders, "I'm sorry, your request violates my post orders. You may wish to discuss your request with the Special Taxing District Division personnel at 375-2005".
- 4.2.2 Threats or verbal abuse are not to be returned.
- 4.2.3 If you believe that you are, or will be, in physical danger, call your dispatcher.

4.3 HANDLING SUSPICIOUS INQUIRIES

- 4.3.1 Do not provide any information concerning residents.
- 4.3.2 Make an incident report with the details of any non-resident over-inquiring about security or residents.

4.4 HANDLING MALFUNCTIONS/SHORTAGES/BREAKAGES

- 4.4.1 Report problems to your dispatcher.

4.5 CRIME AND SERIOUS INCIDENTS

- 4.5.1 Handle Crime Emergencies as follows:

- 1) Record details
- 2) Call your dispatcher
- 3) Notify the patrol
- 4) Observe for related activity
- 5) Fill out an incident report

- 4.5.2 Handle Non-emergency Crimes or traffic accidents as follows:

- 1) Record details

- 2) Call your dispatcher
- 3) Fill out an incident report

4.5.3 Handle Medical or Fire Emergencies as follows:

- 1) Record details
- 2) Call your dispatcher
- 3) Fill out incident report

4.6 VEHICLE/GATE COLLISIONS AND PROPERTY DAMAGE

4.6.1 Check for injuries.

4.6.2 Do not summon the police for *unintentionally* damaged gate arms.

4.6.3 For any other damage to the facility, summon the police.

4.6.4 Tell any motorist wishing payment for damages that he must wait for the police to be summoned, and must submit a claim to the County.
Then:

- 1) Call your dispatcher, and ask that the police be summoned
- 2) Check the vehicle for damage
- 3) Fill out an incident report
- 5) Give the driver a claim information sheet, or tell him contact:
Security Program Administrator
Special Taxing Districts Division
111 NW 1 Street, Suite 1510
Miami, FL 33128
Telephone 375-2702

SECTION 5

MOBILE PATROL

5.1 START OF PATROL

5.1.1 Inspect the patrol car when you start your patrol. Record the condition of the car in the patrol log book.

5.2 PATROL SCHEDULE

5.2.1 Patrols shall be no less than two hours long. The patrol car shall return to the guard house, and the guards shall switch duties when possible, every two hours, on the hour, starting at the beginning of each shift. Exception will be made when two guards employed by the patrol service vendor are not on duty.

5.2.2 Patrolling shall be done continuously, except during:

- a. Use of the restroom
- b. Patrol change
- c. Giving of aid to the stationary guard

5.3 PATROL METHOD

5.3.1 Patrol at less than 15 mph.

5.3.2 Look around and listen for any suspicious or unusual activity.

5.4 PATROL AREA

5.4.1 Patrol only within the Old Cutler Bay Special Taxing District.

5.5 COMMUNICATIONS

5.5.1 Radio the guardhouse every fifteen minutes, and advise them of your status.

5.5.2 Do not use the radio for unnecessary communications.

5.6 COMMERCIAL VEHICLES

5.6.1 Follow any observed commercial vehicles to their destinations.

5.6.2 Record the destinations of observed commercial vehicles.

5.7 SUSPICIOUS VEHICLES AND PERSONS

- 5.7.1 Follow any suspicious vehicle reported by the guardhouse, or discovered by you, to its destination.
- 5.7.2 Observe activities of the occupants of any suspicious vehicle until you are convinced that they intend no criminal activity.
- 5.7.3 Follow and observe any persons going from door-to-door, such as solicitors, until they leave the district. Report to the guardhouse if they do anything suspicious.

5.8 SUSPICIOUS ACTIVITY

- 5.8.1 Station the patrol car a safe distance from any observed suspicious activity, or a burglar alarm that is sounding. Report this to the guardhouse, and remain until either the authorities arrive or you are convinced that all is well.
- 5.8.2 Leave the area if it is unsafe for you.

5.9 SCOPE OF DUTIES

- 5.9.1 Do not do anything other than:
 - a. Patrolling
 - b. Observing
 - c. Reporting
 - d. Recording

SECTION 6

PROHIBITIONS

6.1 PROHIBITED EQUIPMENT AND MATERIALS

- 6.1.1 These items are specifically forbidden:
 - 1) Televisions
 - 2) Non-business-related reading materials
 - 3) Computers
 - 4) Firearms or weapons
 - 5) Video games

- 6.1.2 Other items will be excluded, as necessary, by the County.

6.2 PROHIBITED ACTIVITIES

- 6.2.1 Do not play music or radio loudly.
- 6.2.2 Do not leave the post before you are relieved.
- 6.2.3 Do not sleep at the post, or appear to be asleep.
- 6.2.3 Do not use the telephone except for emergencies or security business.

6.3 PROHIBITED INTERACTIONS

- 6.3.1 Do not permit visitors to remain at the post.
- 6.3.2 Do not provide information to non-residents other than directions. Refer any such requests to the Special Taxing Districts Division at 375-2702.
- 6.3.3 Do not provide addresses of residents.
- 6.3.4 Do not accept deliveries.
- 6.3.5 Do not smoke while interacting with the public.

6.4 SCOPE OF RESPONSIBILITIES

- 6.4.1 Restrict your activities to what is in these post orders.

Attachment 4

PERFORMANCE AND PAYMENT BOND

(CASH)

Attachment 4

PERFORMANCE AND PAYMENT BOND
(CASH)

KNOW ALL MEN BY THESE PRESENTS, that hereinafter called the Contractor, is held and firmly bound unto Miami-Dade County, a political subdivision of the State of Florida, in the penal sum of (\$_____), which sum is deposited by the Contractor in cash with the Finance Director of Dade County for:

(1) The faithful performance of a certain written agreement dated _____, 20 __, given by the Contractor to Miami-Dade County for the performance of _____ a copy of which agreement (**containing provisions for a Performance Bond**) is attached and by this reference made a part hereof, and

(2) To pay promptly all persons supplying the Contractor labor, material and supplies, used directly or indirectly by the Contractor, or Subcontractor, in the prosecution of the work provided for in said agreement. The provisions of Florida Statutes 255.05 are incorporated herein (**see Article 12, General Specifications "Contract Security"**).

The areas and nature of the work covered by the Performance and Payment Bond shall be as described in detail in the Contract documents.

Attachment 4

NOW THEREFORE, the conditions of the obligation are such that, if the Contractor shall in all respects comply with the terms and conditions of said Contract, for the period of time therein specified, including any renewals, extension or adjustments thereto mutually agreed upon, and shall in every respect fulfill his obligations thereunder, this obligation shall be void and the sum deposited shall be returned without interest to the Contractor by the Finance Director; otherwise, the same shall remain in full force and virtue. The Contractor agrees that said County shall have the right to perform work, or pursuant to public advertisement and receipt and acceptance of bids or proposals, cause the said work to be performed in case the Contractor should fail or refuse so to do in accordance with the terms of said Contract, and in the event that said County should exercise and give effect to such rights, the Contractor shall be liable hereunder to pay to and indemnify the County upon completion of such work the final cost to the County thereof, including, but not limited to, engineering, legal and contingent costs and expenses together with any damages, either direct or consequential, which the County may sustain on account of the failure of the Contractor to carry out and execute all the provisions of said Contract.

In the event suit is instituted against the Contractor upon this bond in which the Plaintiff shall be successful, there shall be assessed therein against the Contractor herein, in favor of the Plaintiff therein, reasonable counsel fees which the Contractor hereby expressly agrees to pay as part of the cost and expense of such suit.

Attachment 4

IN WITNESS WHEREOF the Contractor has executed under seal and delivered to Miami-Dade County these presents this ____ day of _____, 20 ____.

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

_____	_____ (SEAL)
(Witness)	(Signature of Individual)

(Witness)	(Printed Name of Individual)

WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

(Witness)	(Name of Firm)
_____	_____ (SEAL)
(Witness)	(Signature of Individual)

WHEN THE CONTRACTOR IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

(Witness)	(Name of Firm) A Partnership

(Witness)	By (Partner)

Attachment 4

WHEN THE CONTRACTOR IS A CORPORATION:

ATTEST:

(Correct Name of Corporation)

____ Secretary _____

By:

_____ President
(Corporate Seal)

WHEN THE CONTRACTOR IS A JOINT VENTURE:

ATTEST:

____ Secretary _____

(Correct Name of Corporation)

By:

_____ President
as Joint Ventures (Contractor)
(Corporate Seal)

WHEN THE CONTRACTOR IS JOINT VENTURE:

ATTEST:

(Correct Name of Corporation)

____ Secretary _____

By:

_____ President
as Joint Ventures (Contractor)
(Corporate Seal)

Attachment 5

PERFORMANCE AND PAYMENT BOND

(SURETY)

Revised 12/07/99

Attachment 5

PERFORMANCE AND PAYMENT BOND**(SURETY)**

KNOW ALL MEN BY THESE PRESENTS, that _____ as principal, and _____ a corporation organized under the Laws of the State of _____, with its home office in the City of _____ as Surety, are held and firmly bound unto Miami-Dade County, Florida, acting by and through the **BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, and their successors in office, in the sum of (\$_____) lawful money of the United States of America, for which payment well and truly to be made, the Principal and Surety respectively bind themselves, their successors, heirs and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this ____ day of _____, 20__.

WHEREAS the Principal and Dade County have entered into a written Contract for the performance of _____ as evidenced by Contract, made a part thereof, entered into between the Principal and Miami-Dade County on the ____ day of _____, 20__, including the posting of a Performance and Payment Bond.

To pay promptly all persons supplying the Contractor labor, materials and supplies, used directly or indirectly by the Contractor, or Subcontractor, in the prosecution of the work provided for in said agreement. The provisions of Florida Statutes 255.05 are incorporated herein.

The areas and nature of the work covered by the Performance and Payment Bond shall be as described in detail in the Contract documents.

Attachment 5

NOW THEREFORE, the conditions of the obligation are such, that if the Principal shall in all respects comply with the terms and conditions of these Contract Documents, for the period of time therein specified, and shall in every respect fulfill his obligations thereunder, this obligation shall be void; otherwise, the same shall remain in full force and virtue. The Principal and the Surety jointly and severally agree that said County shall have the right to perform work, or pursuant to public advertisement and receipt and acceptance of bids or proposals, cause the said work to be performed in case the Principal should fail or refuse so to do in accordance with the terms of said Contract, and in the event that said County should exercise and give effect to such rights the Principal and the Surety shall be jointly and severally liable hereunder to pay to, and indemnify the County upon completion of such work, the final total cost to the County thereof, including, but not limited to, engineering, legal and contingent costs and expenses, together with any damages, either direct or consequential, which the County may sustain on account of the failure of the Principal to carry out and execute all the provisions of said Contract.

In the event suit is instituted against the Principal and Surety upon this bond in which the Plaintiff shall be successful, there shall be assessed therein against the Principal and Surety herein, in favor of the Plaintiff, therein, reasonable Counsel fees which the Principal and Surety hereby expressly agree to pay as part of the cost and expense of such suit.

IN WITNESS WHEREOF the said Principal and said Surety hereto have caused these presents to be executed this ____ day of _____, 20 __.

Attachment 5**WHEN THE PRINCIPAL IS AN INDIVIDUAL:**

Signed, sealed and delivered in the
presence of:

(Witness) _____(SEAL)
(Signature of Individual)

(Witness) (Printed Name of Individual)

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

Signed, sealed and delivered in the
presence of:

(Witness) (Name of Firm)

(Witness) _____(SEAL)
(Signature of Individual)

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the
presence of:

(Witness) (Name of Firm) A Partnership

(Witness) By:
(Partner)

Attachment 5

WHEN THE PRINCIPAL IS A CORPORATION

ATTEST:

(Correct Name of Corporation)

_____ Secretary _____ By:

_____ President
(Corporate Seal)

(Name of Surety)

Countersigned
Florida Resident Agent

(Address of Surety)

_____ By:
(Address of Agent)

Telephone Number

NOTE: If both principal and surety are corporations, the respective corporate seals should be affixed and attached.

Attachment 5

WHEN THE PRINCIPAL IS A JOINT VENTURE:

ATTEST:

(Correct Name of Corporation)

_____ Secretary _____ By:

_____ President
as Joint Ventures (Principal)
(Corporate Seal)

ATTEST:

_____ Secretary _____ By:

_____ President
as Joint Ventures (Principal)
(Corporate Seal)

(Name of Surety)

Countersigned
Florida Resident Agent

(Address of Surety)

_____ By:
(Address of Agent)

Telephone Number

NOTE: If both principal and surety are corporations, the respective corporate seals should be affixed and attached:

Attachment 5

(Correct Name of Corporation - Joint Venture)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as principal in the within bond; that _____, who signed the said bond on behalf of the principal, was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

(Correct Name of Corporation - Joint Venture)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as principal in the within bond; that _____, who signed the said bond on behalf of the principal, was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

Attachment 5

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as principal
in the within bond; that

_____ who signed the said bond on behalf of the

principal, was then _____ of said corporation; that I know his signature, and his
signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of
said corporation by authority of its governing body.

By: _____ Secretary
(Corporate Seal)

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared:

to me well known, who being by me first duly sworn upon oath says that he is the attorney-in-fact for the

_____ and that he has been authorized by

_____ to execute the foregoing bond on behalf of the Contractor named therein in favor
of Miami-Dade County, Florida.

Subscribed and sworn to before me this ____ day of _____, A.D. 20

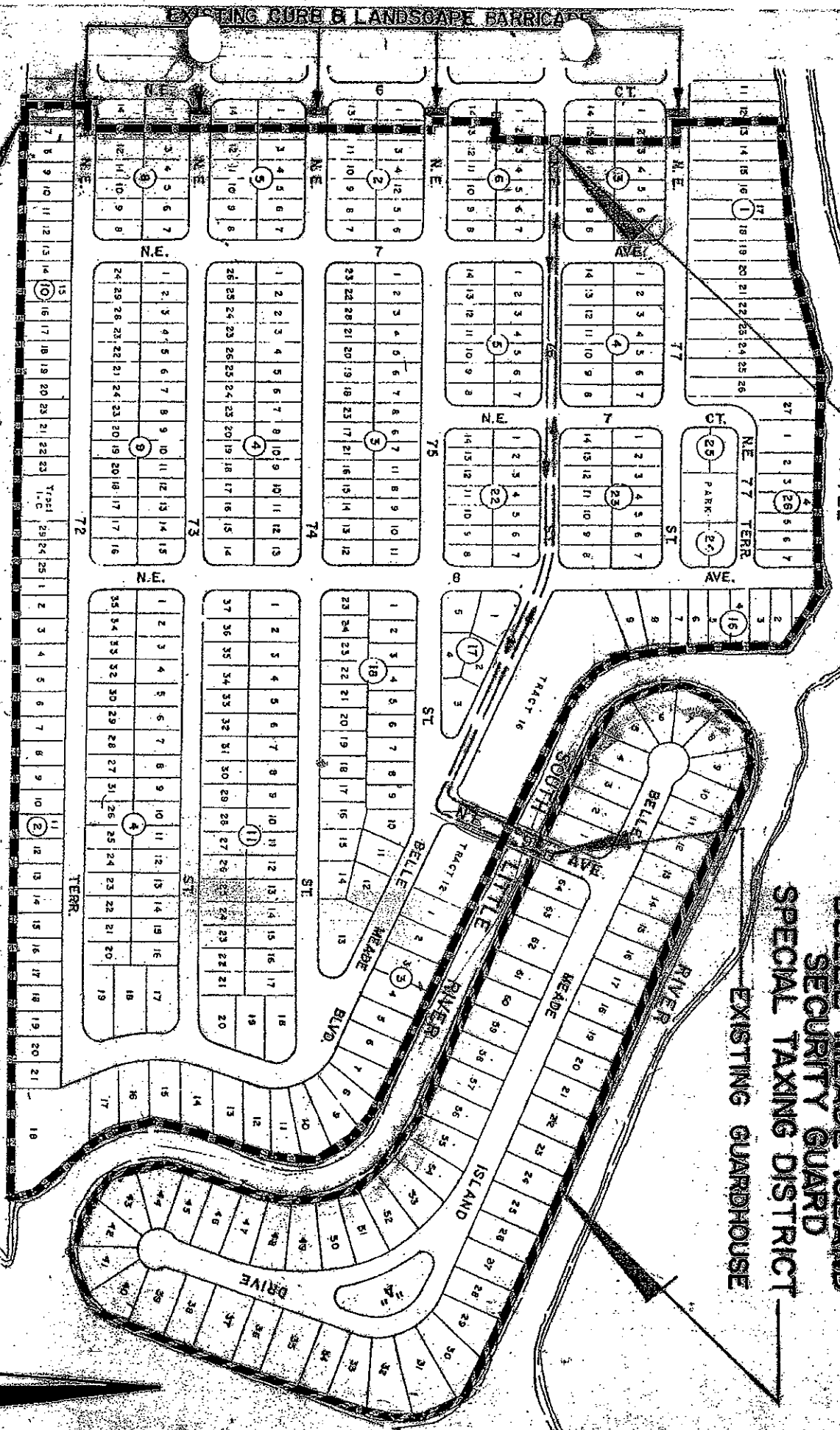
Notary Public, State of Florida at Large

My Commission Expires

EXISTING GUARDHOUSE

LITTLE

BELLE MEADE ISLAND
SECURITY GUARD
SPECIAL TAXING DISTRICT
EXISTING GUARDHOUSE



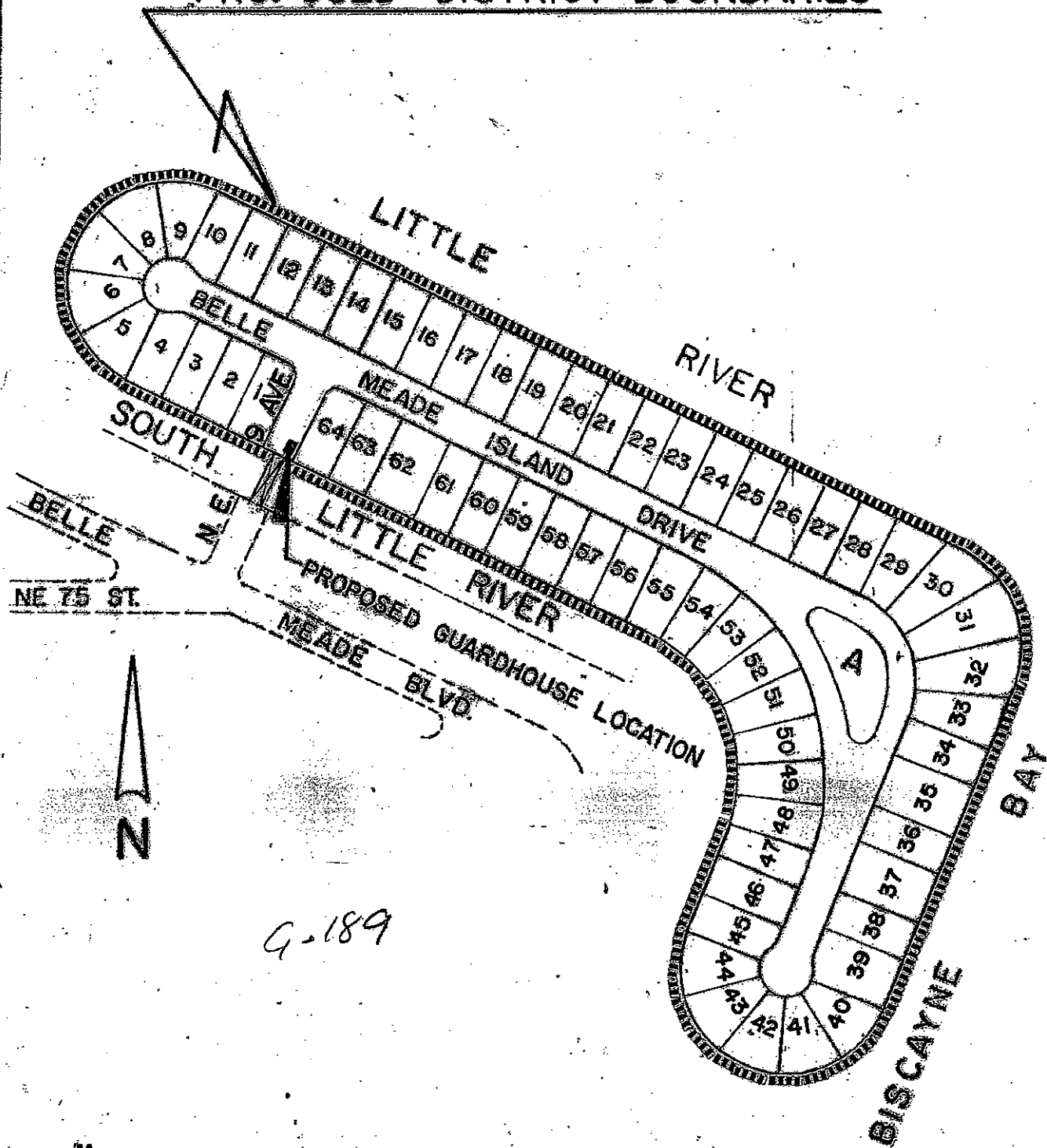
BELLE MEADE SECURITY GUARD
SPECIAL TAXING DISTRICT

SECTION 3, 53-42

EXHIBIT "A"

Scale: N.T.S.

PROPOSED DISTRICT BOUNDARIES



"BELLE MEADE ISLAND SECURITY
GUARD SPECIAL TAXING DISTRICT"

MISCANYE BAY

DISCAYNE

POINT

PROPOSED
GUARDHOUSE & GATES
LOCATION (TO BE
PROVIDED BY
PROPERTY OWNER)

トラス

NORTH STILLWATER DR.

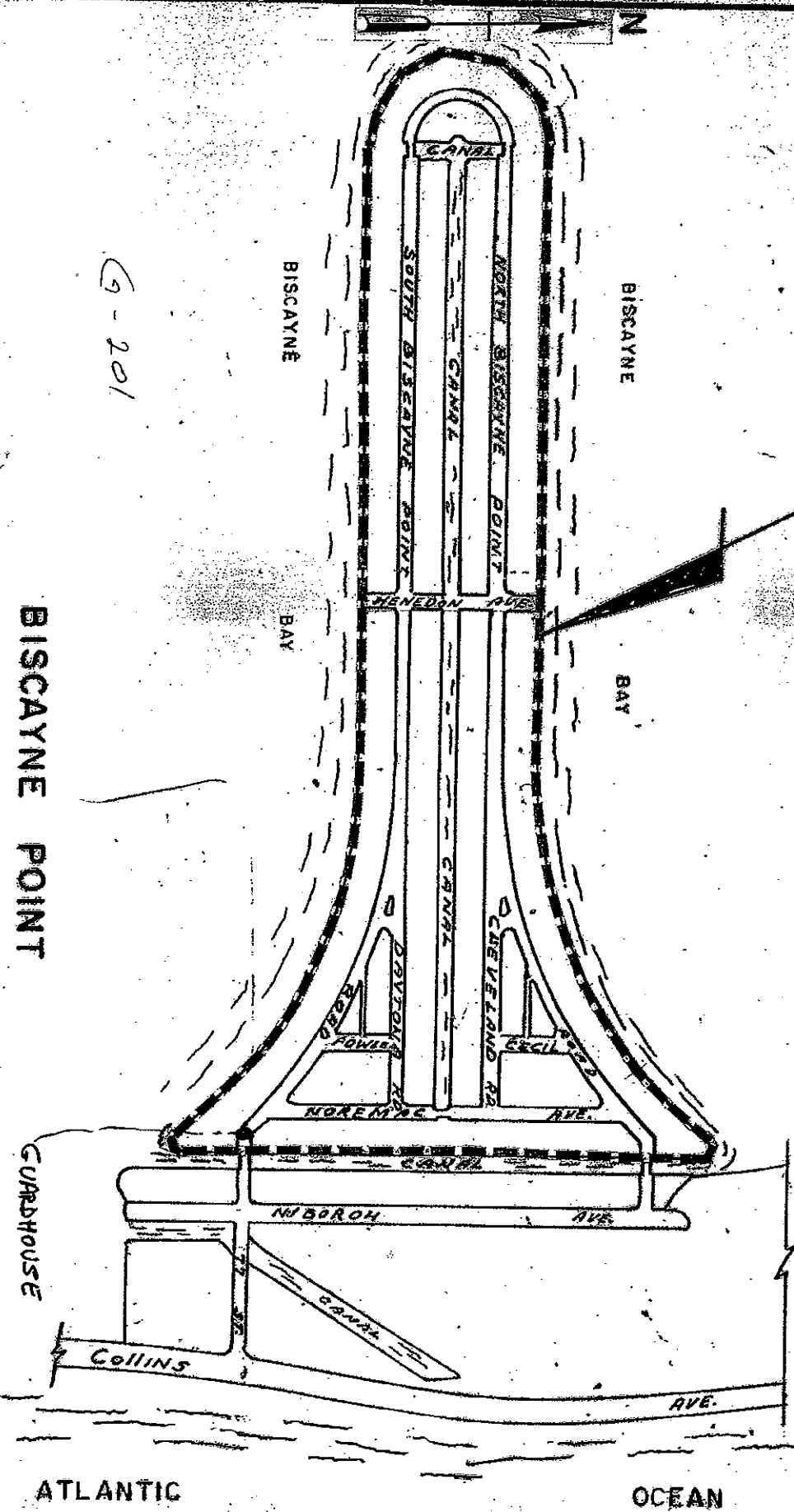
HAWTHORNE

AVE.

SECTION: 5 - 53 - 42

EXHIBIT "B"

PROPOSED DISTRICT BOUNDARIES



G-201

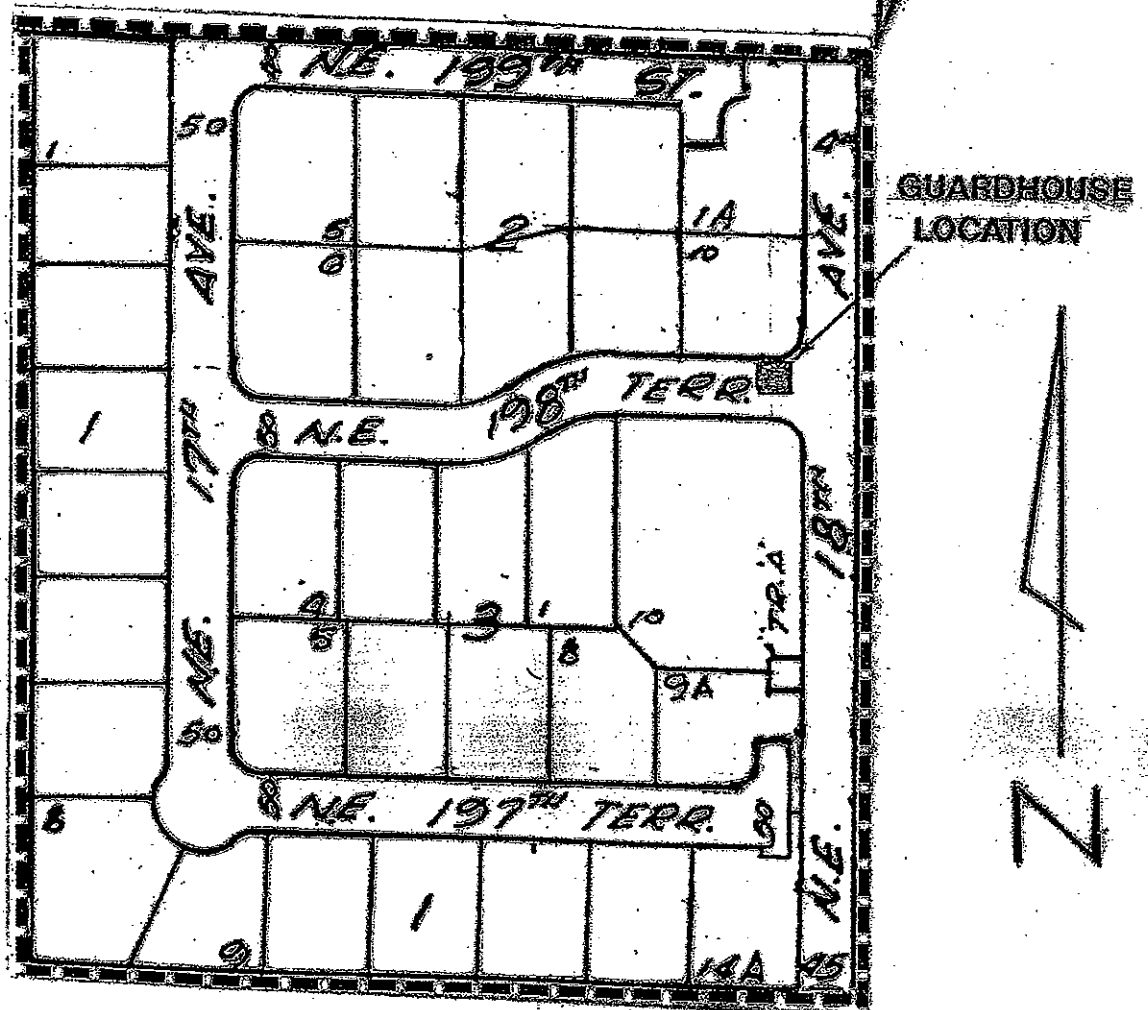
BISCAYNE POINT

SECURITY PATROL SPECIAL TAXING DISTRICT

SECTION 3-53-42

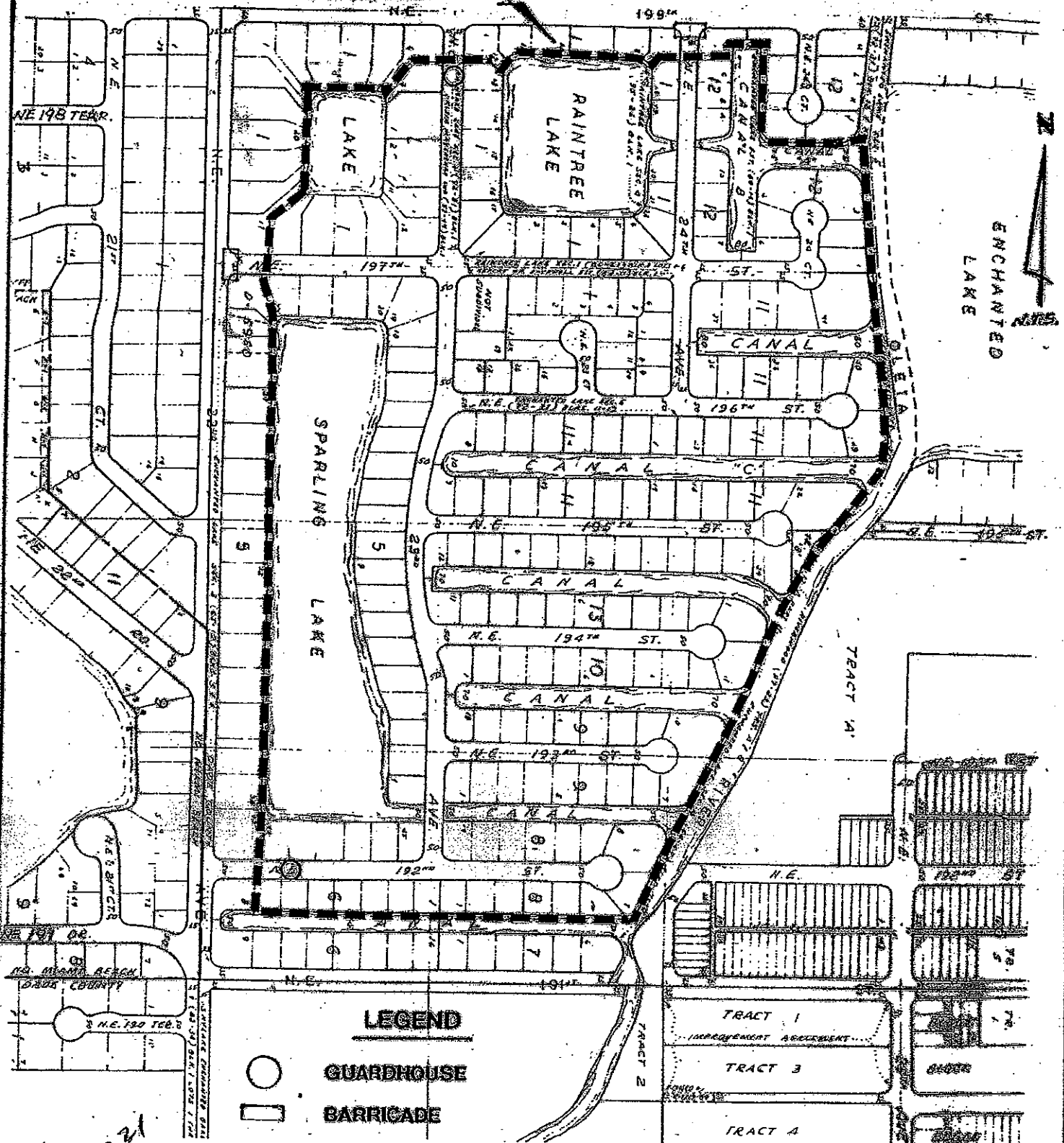
EXHIBIT 'B'

DISTRICT BOUNDARIES



COVENTRY SECURITY GUARD SPECIAL TAXING DISTRICT

PROPOSED DISTRICT BOUNDARIES



9-221

ENCHANTED LAKE SECURITY GUARD SPECIAL TAXING DISTRICT

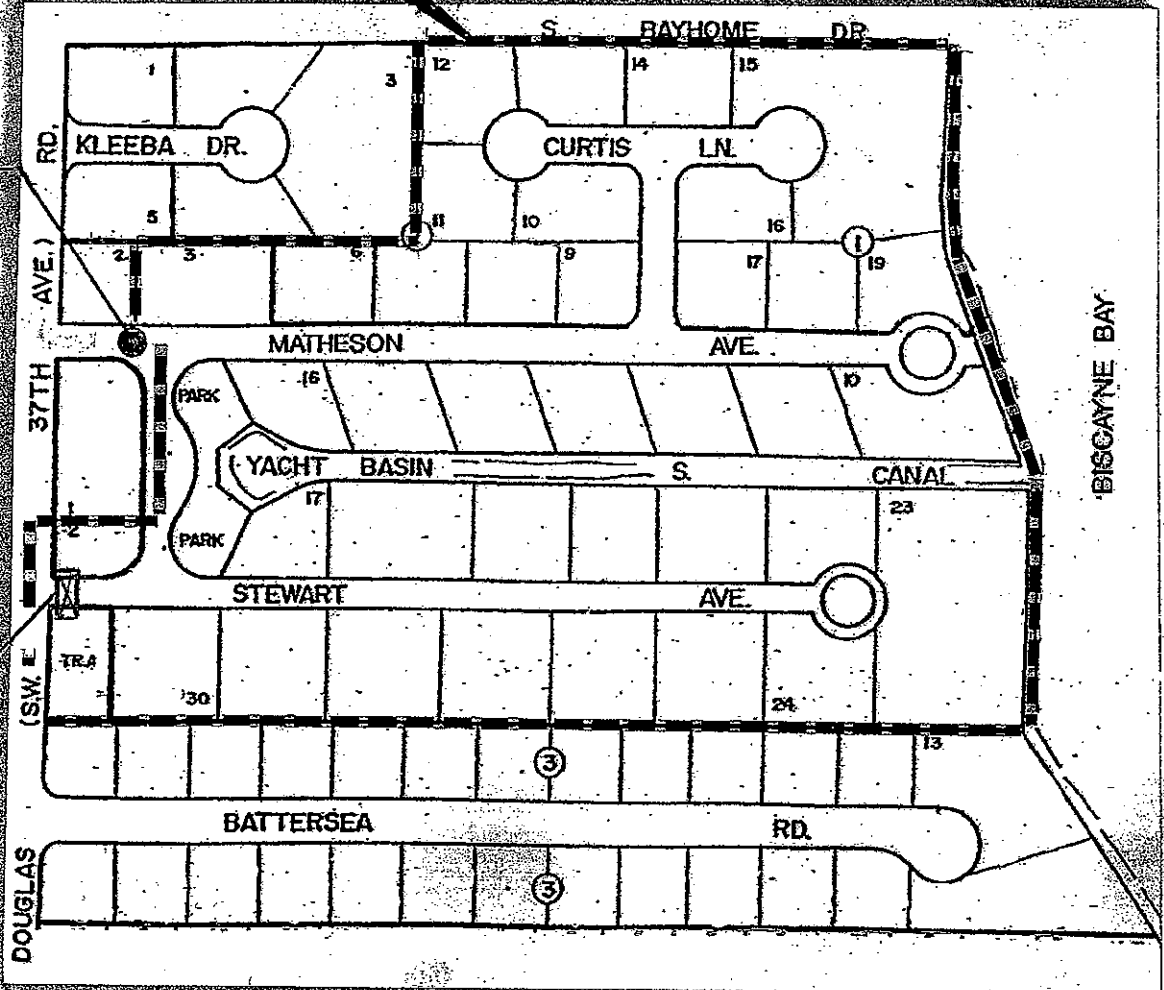
SECTION: 4-52-42

EXHIBIT "A"

PROPOSED DISTRICT BOUNDARIES

PROPOSED
GUARDHOUSE

PROPOSED
BARRICADE



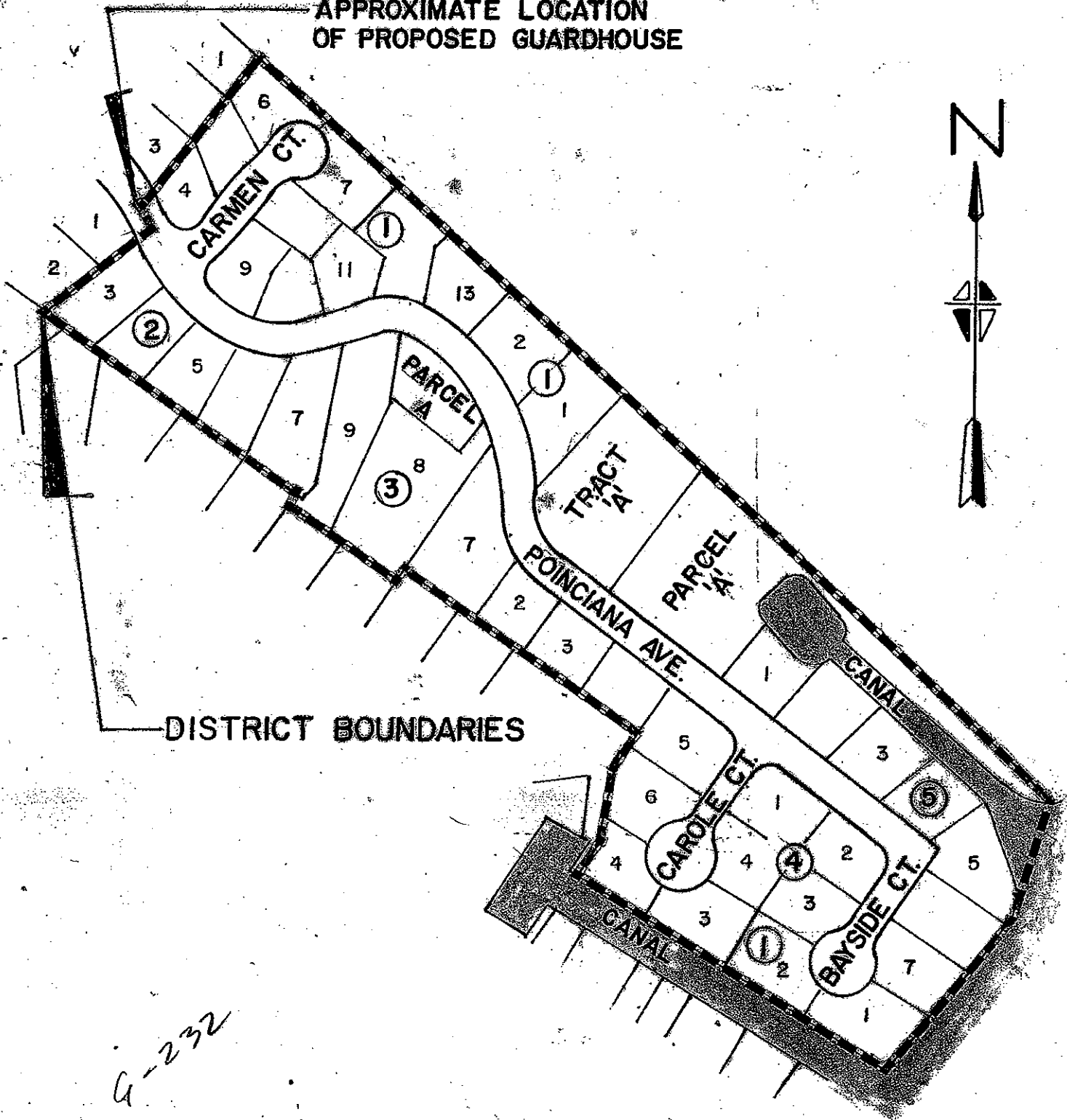
ENTRADA
SECURITY GUARD
SPECIAL TAXING DISTRICT

G-241 (COMM-0007)

SECTION: 28-54-41

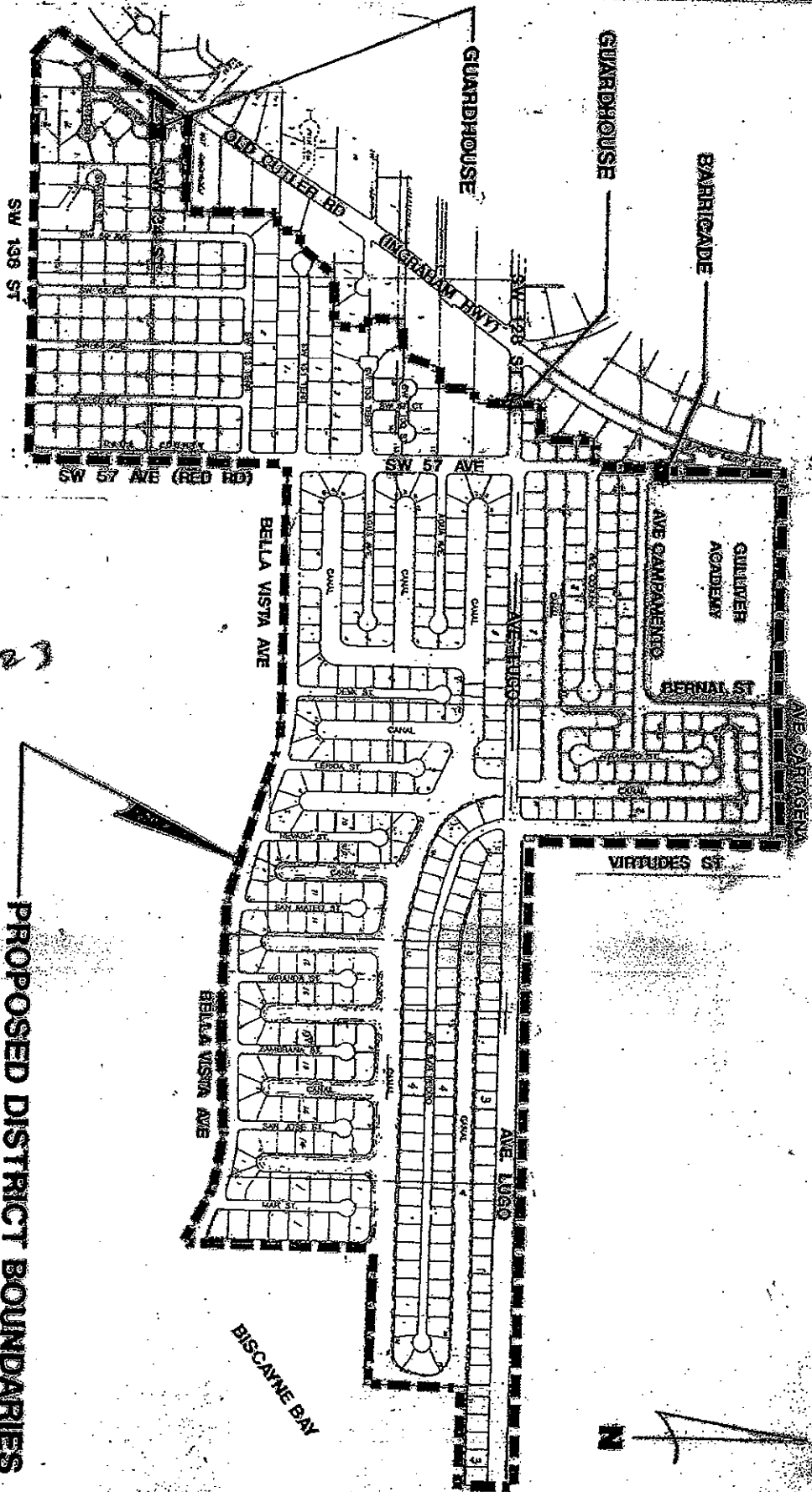
EXHIBIT "A"

APPROXIMATE LOCATION
OF PROPOSED GUARDHOUSE



G-232

FOUR WAY LODGE ESTATES SECURITY GUARD SPECIAL TAXING DISTRICT

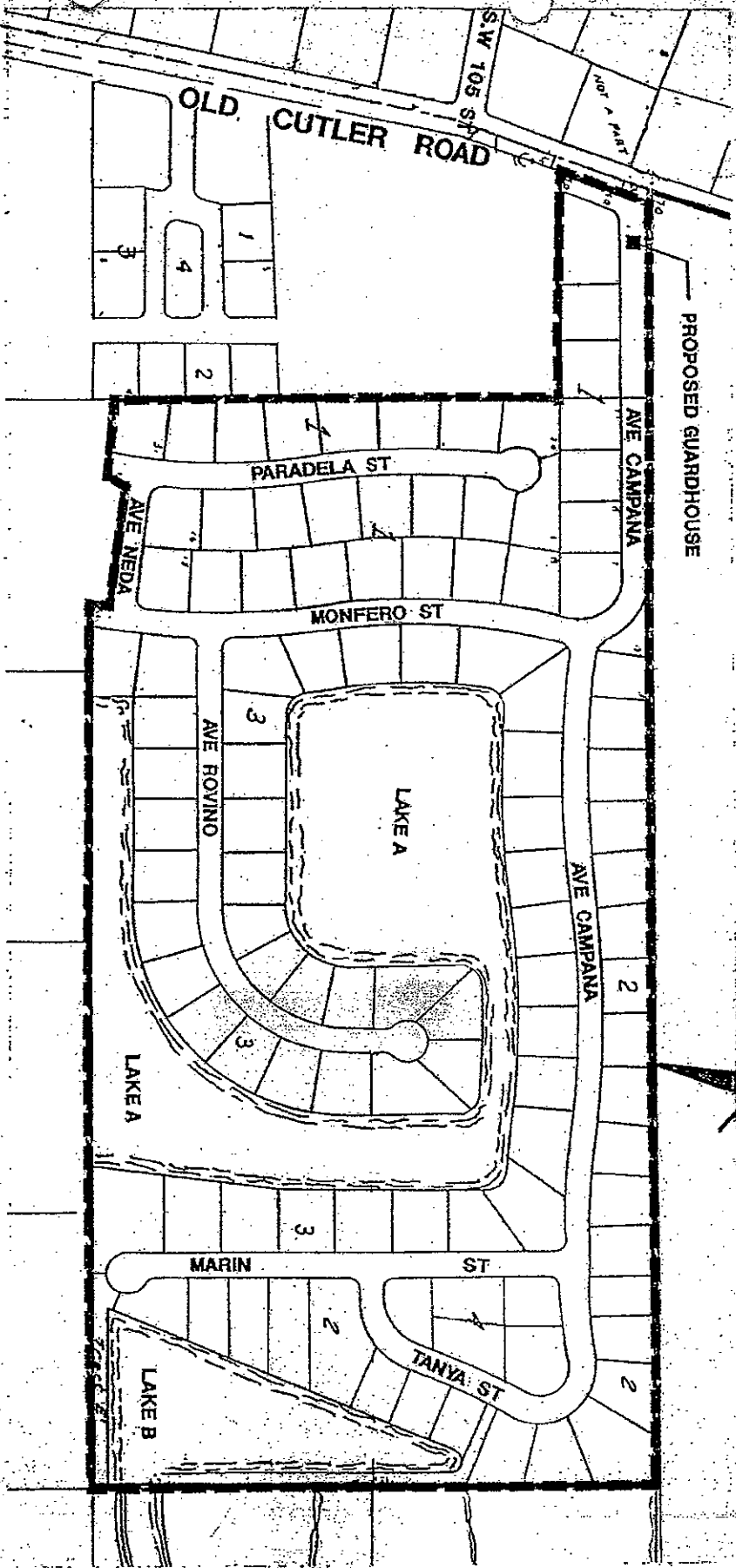


CABLES BY THE SEA
SECURITY GUARD SPECIAL TAXING DISTRICT

SECTION: 18-55-41 / 17-55-41 / 13-55-40

EXHIBIT "A"

DISTRICT BOUNDARIES



"HAMMOCK OAKS HARBOR SECURITY GUARD

SPECIAL TAXING DISTRICT"

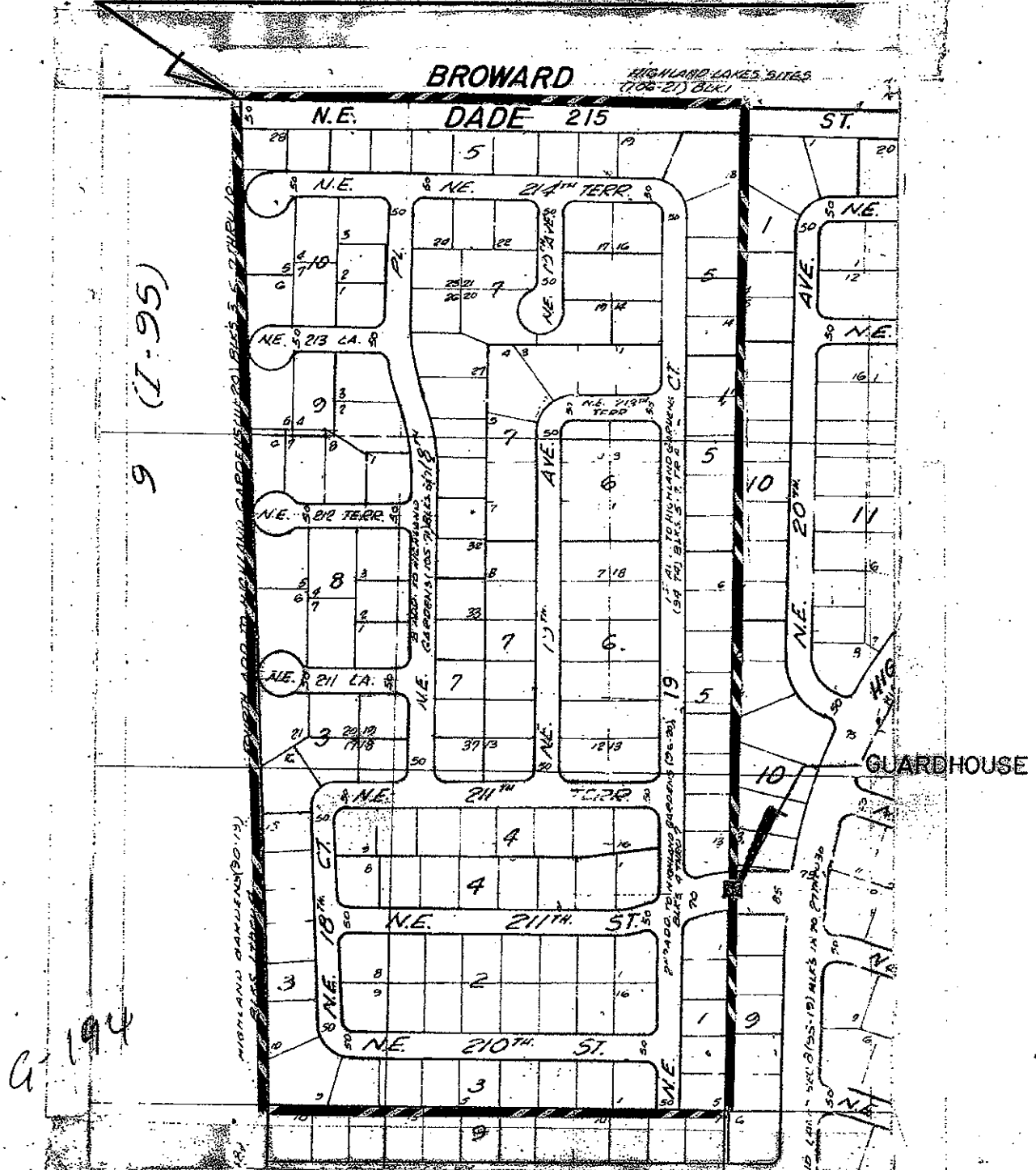
(AMENDMENT TO ORDINANCE 85 - 95)

SECTION 7 - 55 - 41

EXHIBIT "A"

9-187

PROPOSED DISTRICT BOUNDARIES



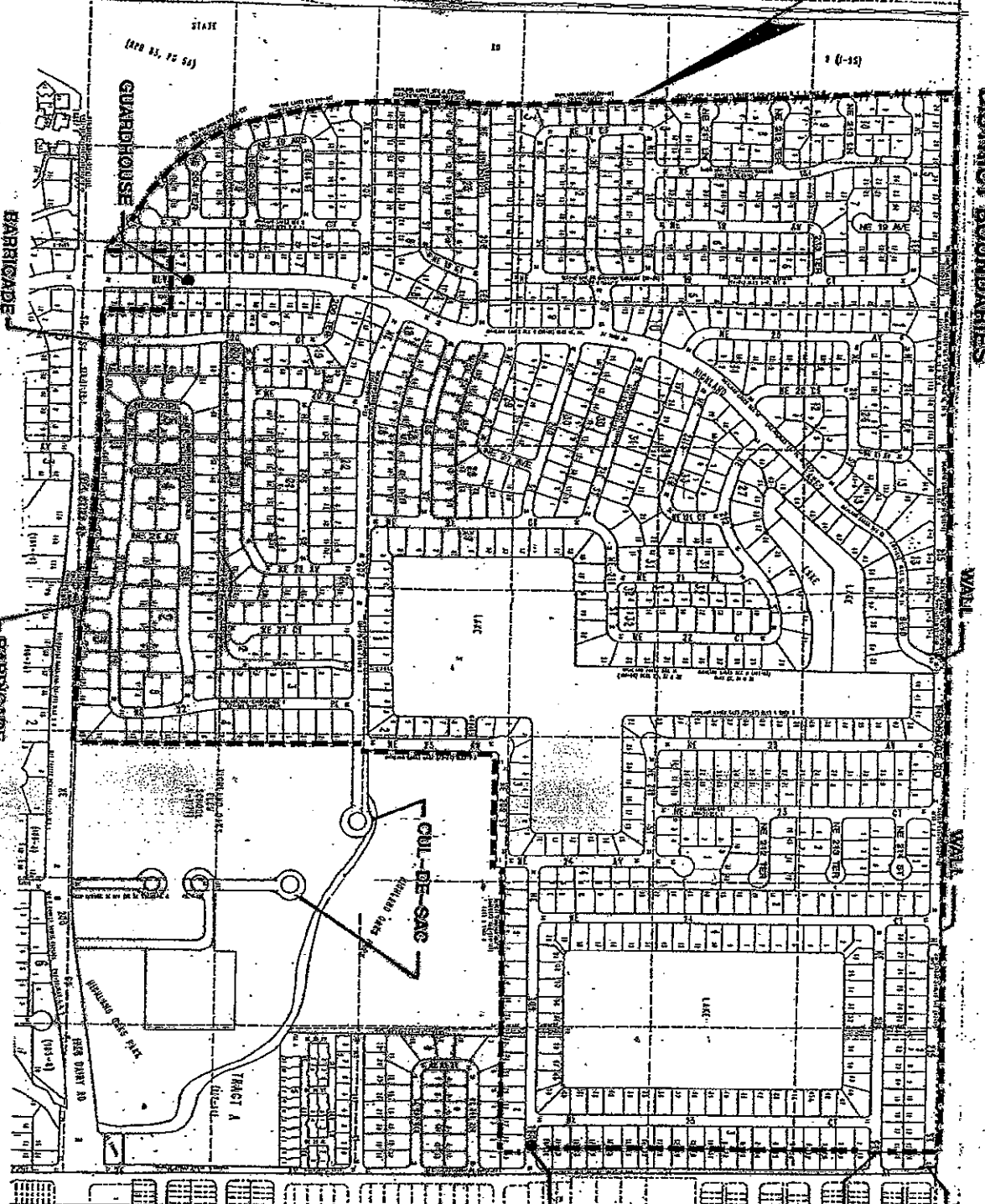
HIGHLAND GARDENS SECURITY GUARD SPECIAL TAXING DISTRICT

SECTION 33-51-42

Exhibit "B"

Scale: N.T.S.

DISTRICT BOUNDARIES

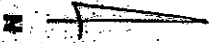


G-220 (CONM. 0002)
SECTION: 33-31-42

EXHIBIT "A"

HIGHLAND LAKES SECURITY GUARD
SPECIAL TRAINING DISTRICT

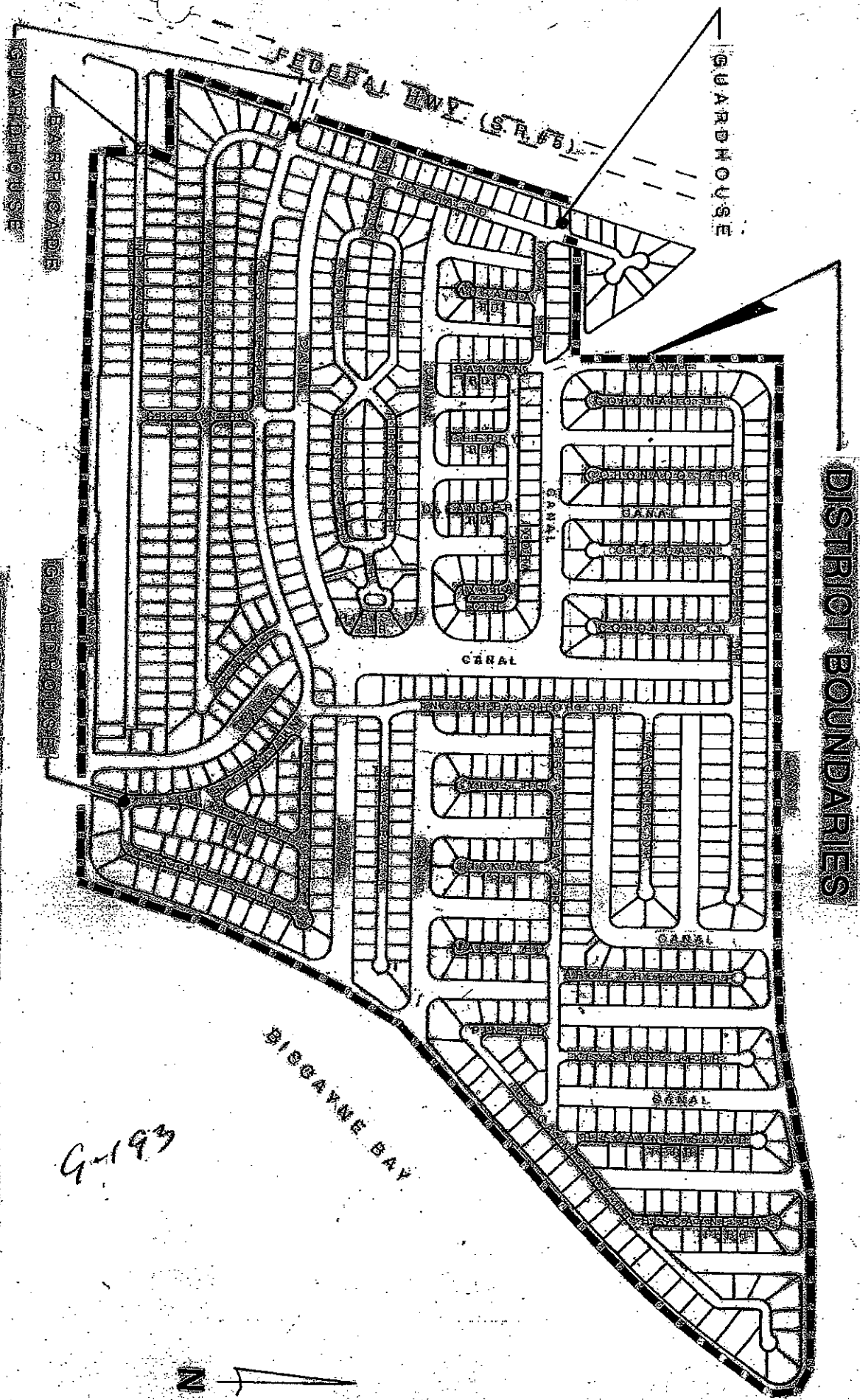
G-220



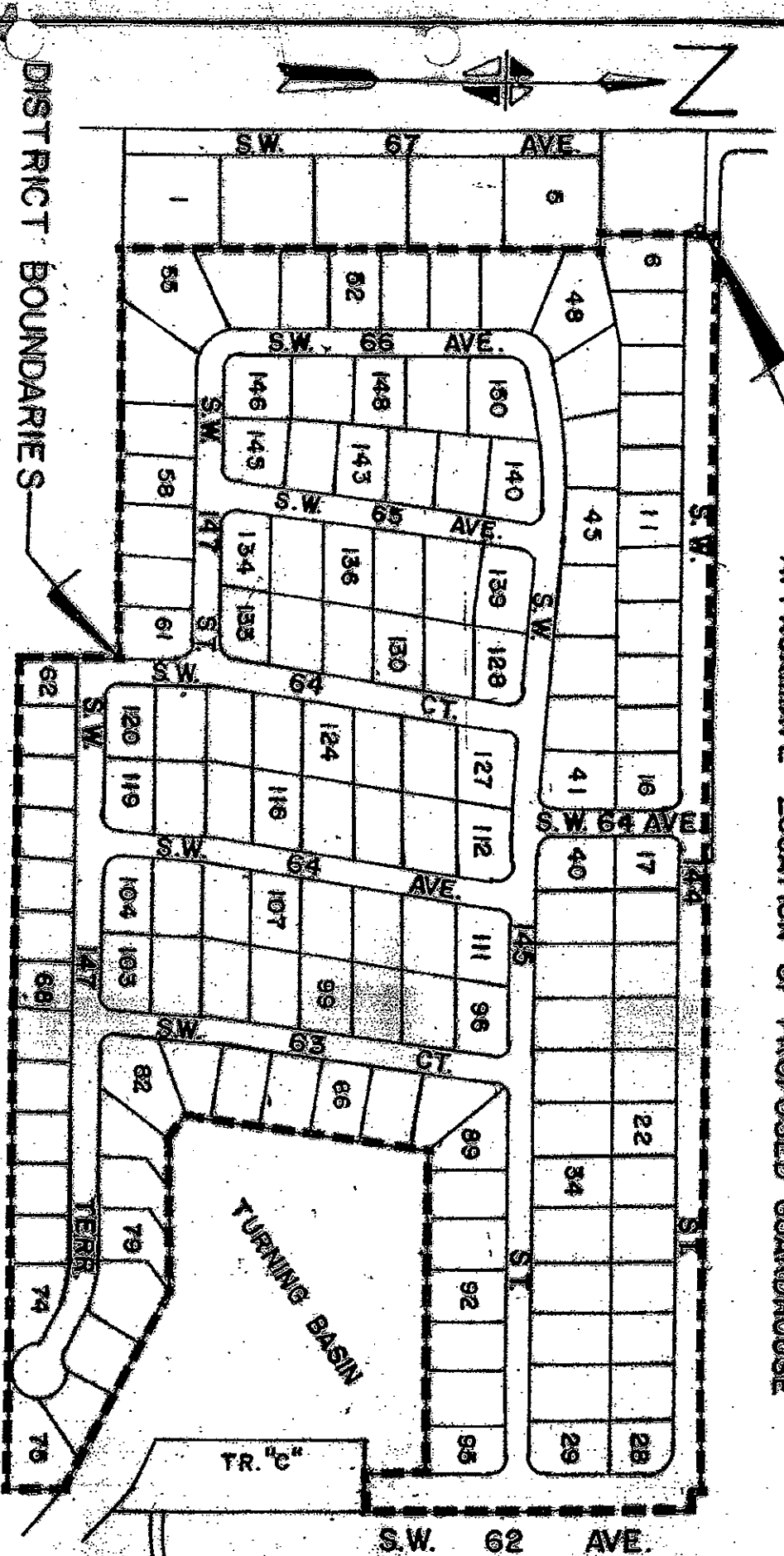
G-193 (COMNAV 10004)
SECTION 27-52-42, 8, 28, 52-42

EXHIBIT A

**KEYSTONE POINT SECURITY GUARD
SPECIAL TAXING DISTRICT**



APPROXIMATE LOCATION OF PROPOSED GUARDHOUSE



KINGS BAY SECURITY GUARD
SPECIAL TAXING DISTRICT

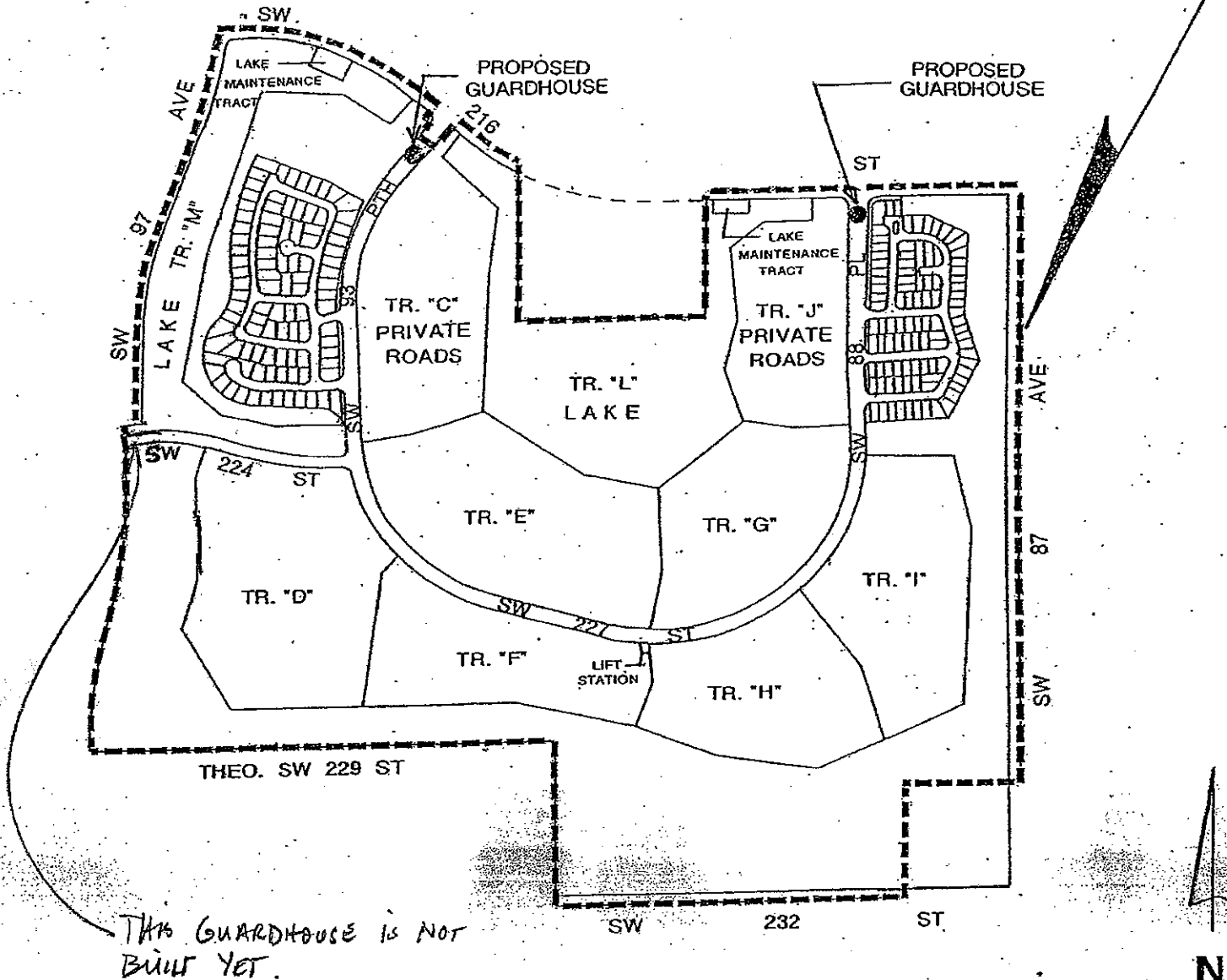
4-235

SECTION: 24-55-40

EXHIBIT "A"

Scale: N.T.S.

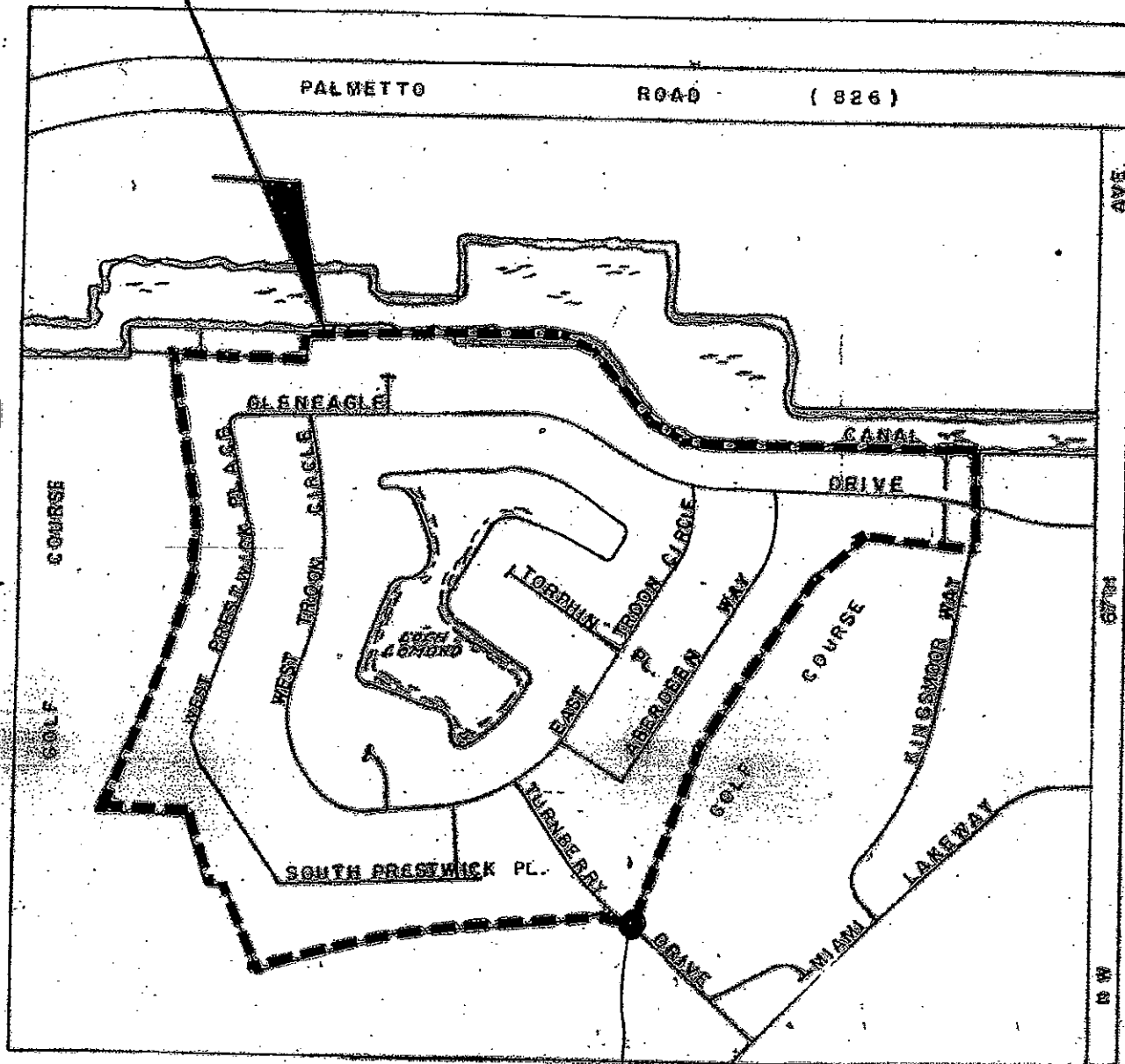
DISTRICT BOUNDARIES



LAKES BY THE BAY SOUTH COMMONS

SECURITY GUARD SPECIAL TAXING DISTRICT

PROPOSED DISTRICT BOUNDARIES

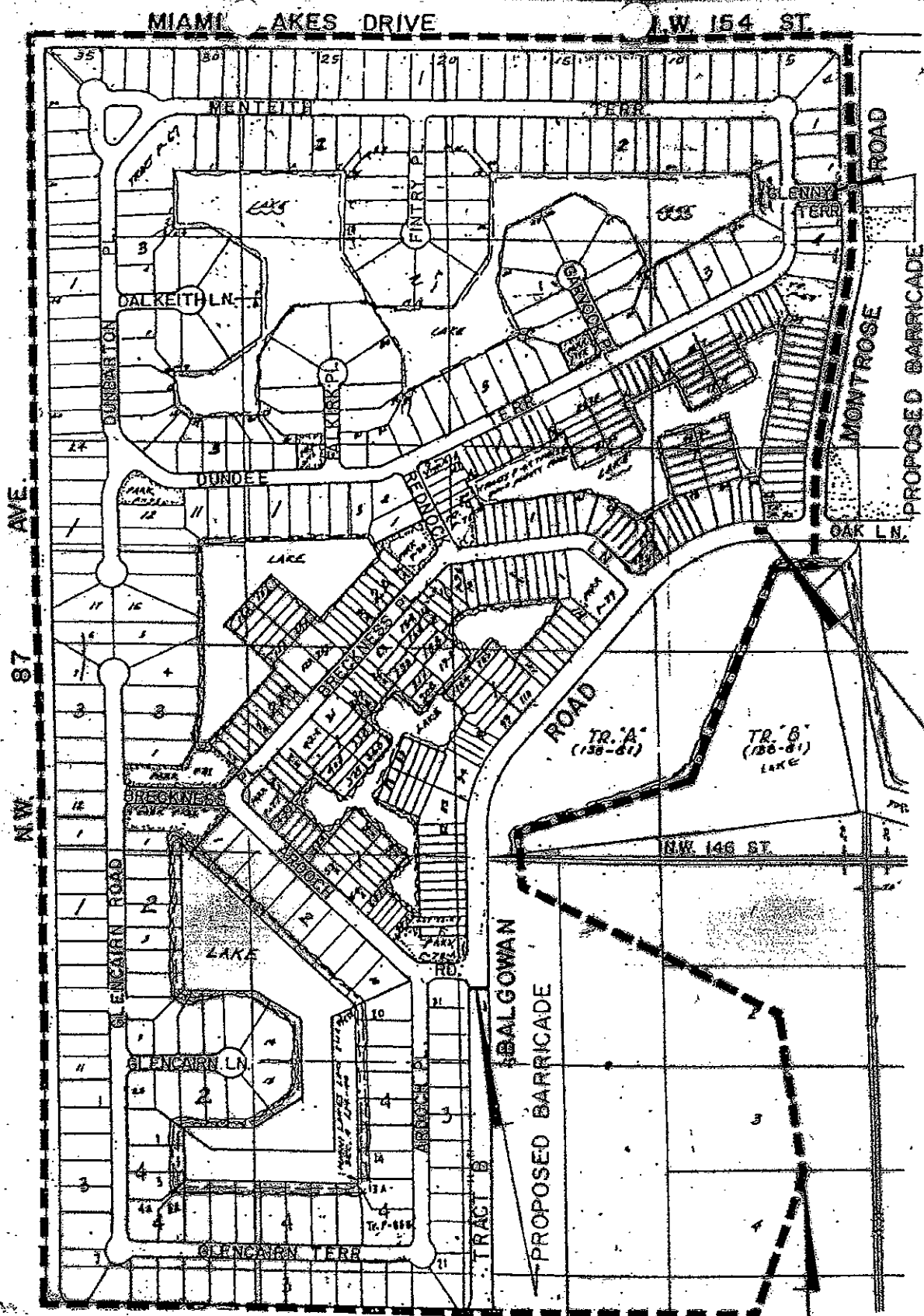


MIAMI LAKES - LOCH LOMOND
SECURITY GUARD SPECIAL TAXING DISTRICT

SECTION 14-52-40

Exhibit "B"

G-157



APPROXIMATE LOCATION OF PROPOSED GUARDHOUSE

DISTRICT BOUNDARIES

MIAMI LAKES SECTION ONE SECURITY GUARD SPECIAL TAXING DISTRICT

**PROPOSED
DISTRICT
BOUNDARIES**

EXISTING TRAFFIC SIGNAL

EXISTING
BARRICADES

PROPOSED
BARRICADE

EXISTING
BARRICADES

PROPOSED EXIT
ONLY GATE

PROPOSED
TRAFFIC SIGNAL

PROPOSED
GUARDHOUSE

PROPOSED
BARRICADE

EXISTING
BARRICADE

PROPOSED
BARRICADE

EXISTING
BARRICADES

PROPOSED
BARRICADE

EXISTING
BARRICADES

PROPOSED GUARDHOUSE

EXISTING TRAFFIC SIGNAL

N

BISCAYNE BLVD

MORNINGSIDE
BAYFRONT PARK

4 237

**MORNINGSIDE
SECURITY GUARD**

SPECIAL TAXING DISTRICT

G-237 (COMM 0003)

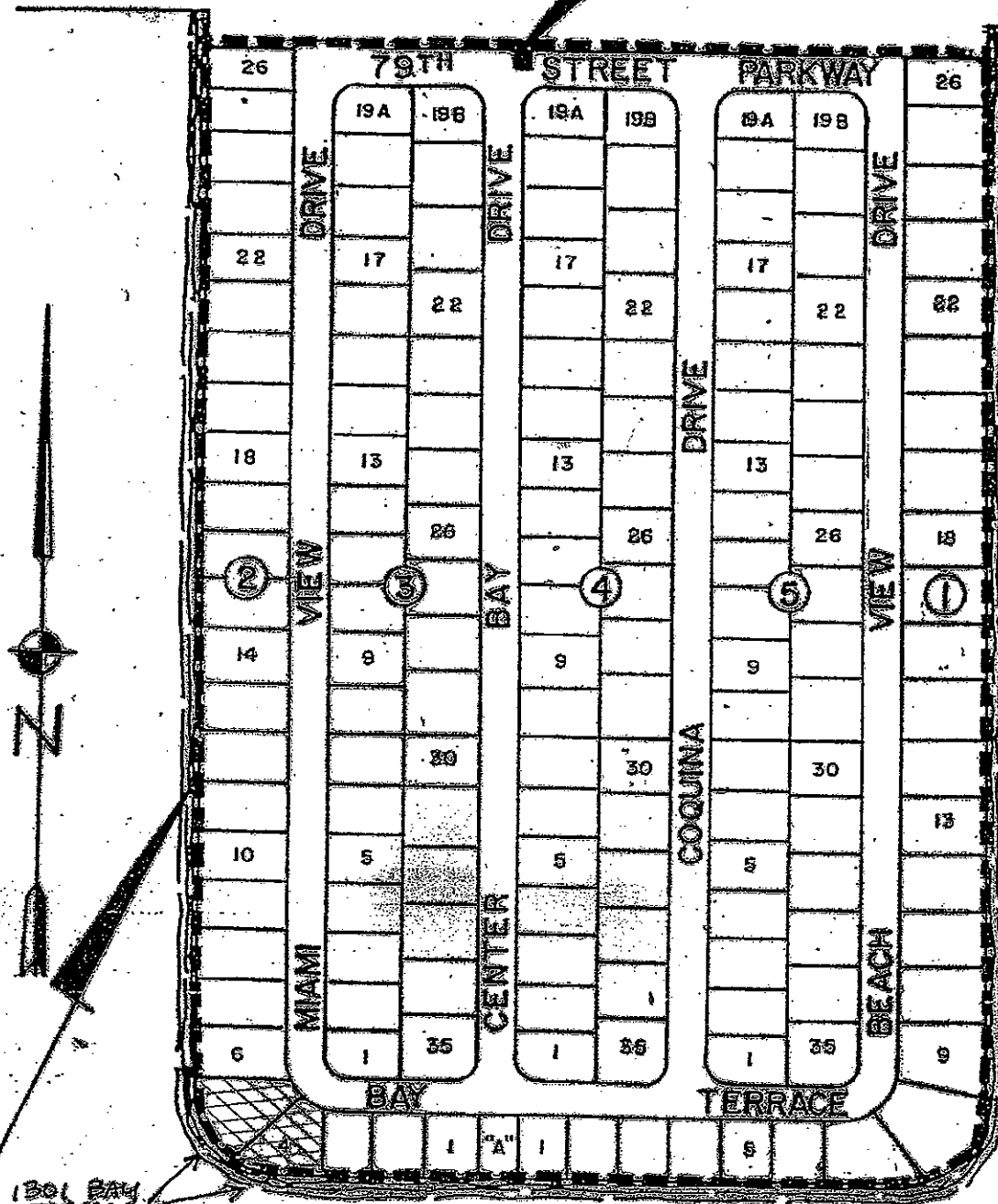
SECTION: 18-53-42 & 19-53-42

EXHIBIT "A"

APPROXIMATE LOCATION OF PROPOSED GUARDHOUSE

JOHN F KENNEDY

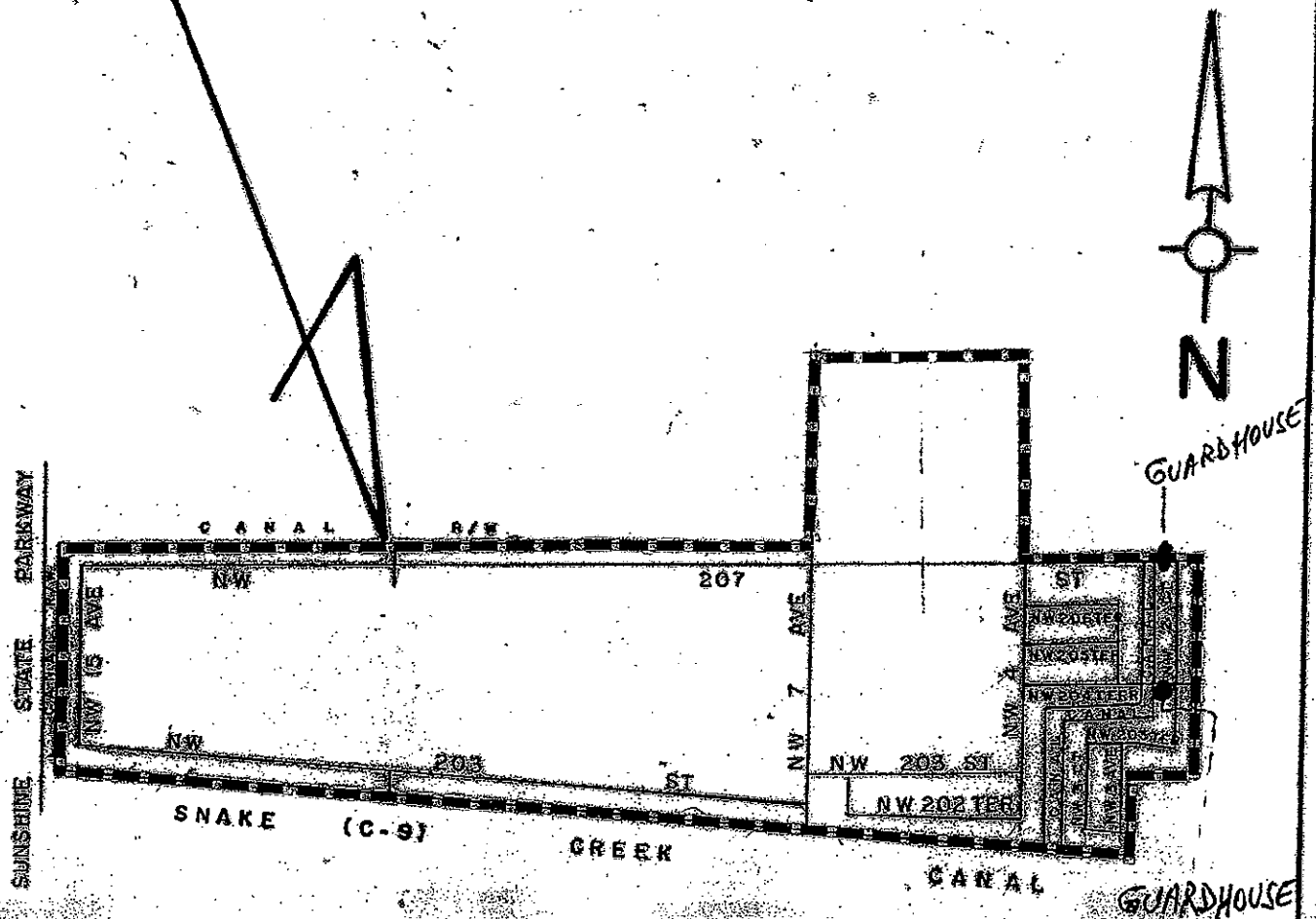
CAUSEWAY



DISTRICT BOUNDARIES

NORTH BAY ISLAND SECURITY GUARD
SPECIAL TAXING DISTRICT

PROPOSED DISTRICT BOUNDARIES



NORTH DADE COUNTRY CLUB/ANDOVER

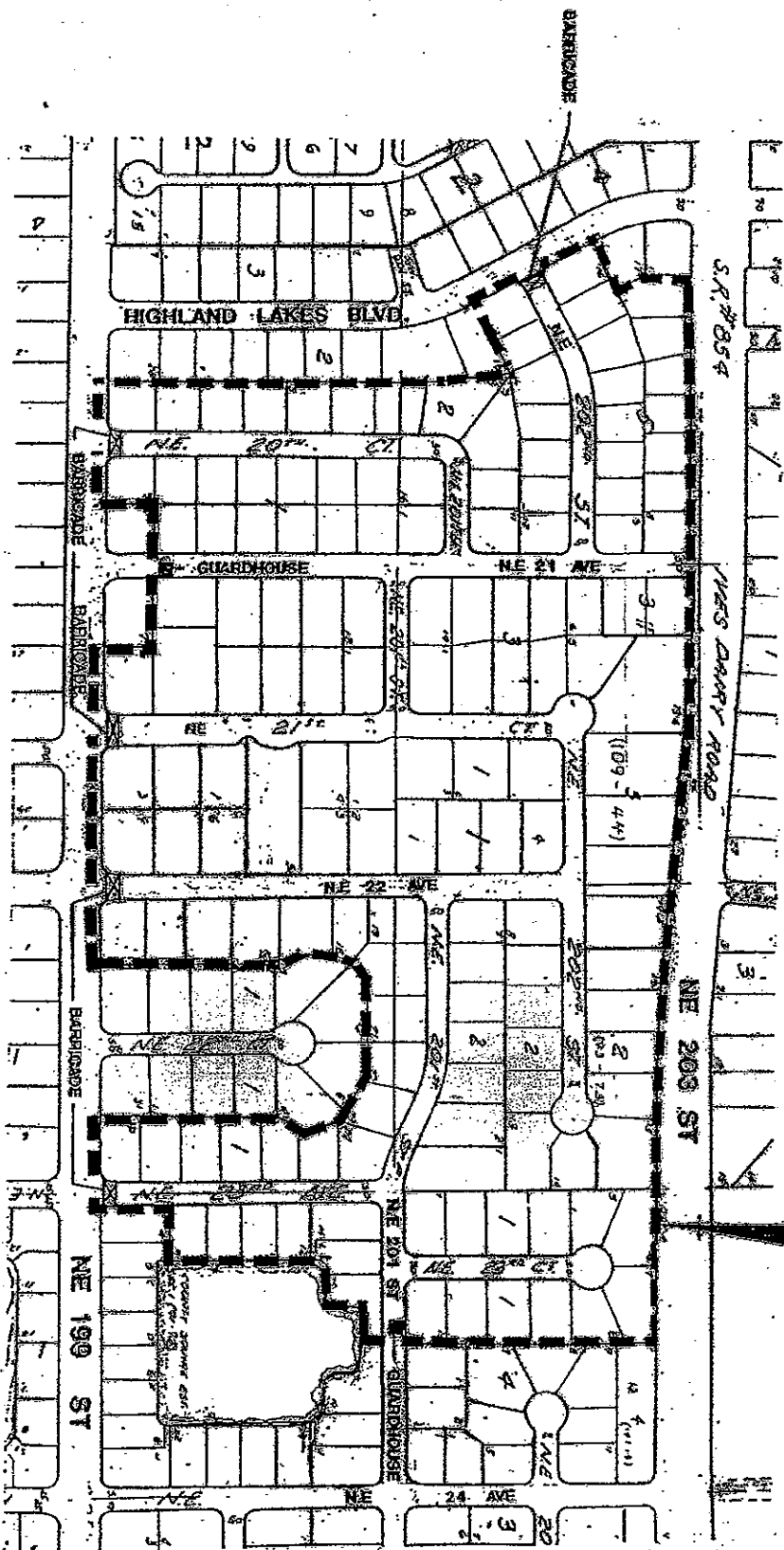
SECURITY GUARD

SPECIAL TAXING DISTRICT

9-191
SECTIONS 35 & 36 - 51 - 41

EXHIBIT "B"

DISTRICT BOUNDARIES



OAK FOREST STATIONARY SECURITY GUARD SPECIAL TAXING DISTRICT

SECTION 33 - 51 - 42

EXHIBIT 'A'

6-21-7

PROPOSED DISTRICT BOUNDARIES

PROPOSED
BARRICADE

PROPOSED
GUARDHOUSE

PROPOSED
BARRICADE

PROPOSED
BARRICADE

PROPOSED
BARRICADE

PROPOSED
BARRICADE

PROPOSED
GUARDHOUSE

PROPOSED
BARRICADE

ROYAL OAKS EAST
SECURITY GUARD
SPECIAL TAXING DISTRICT

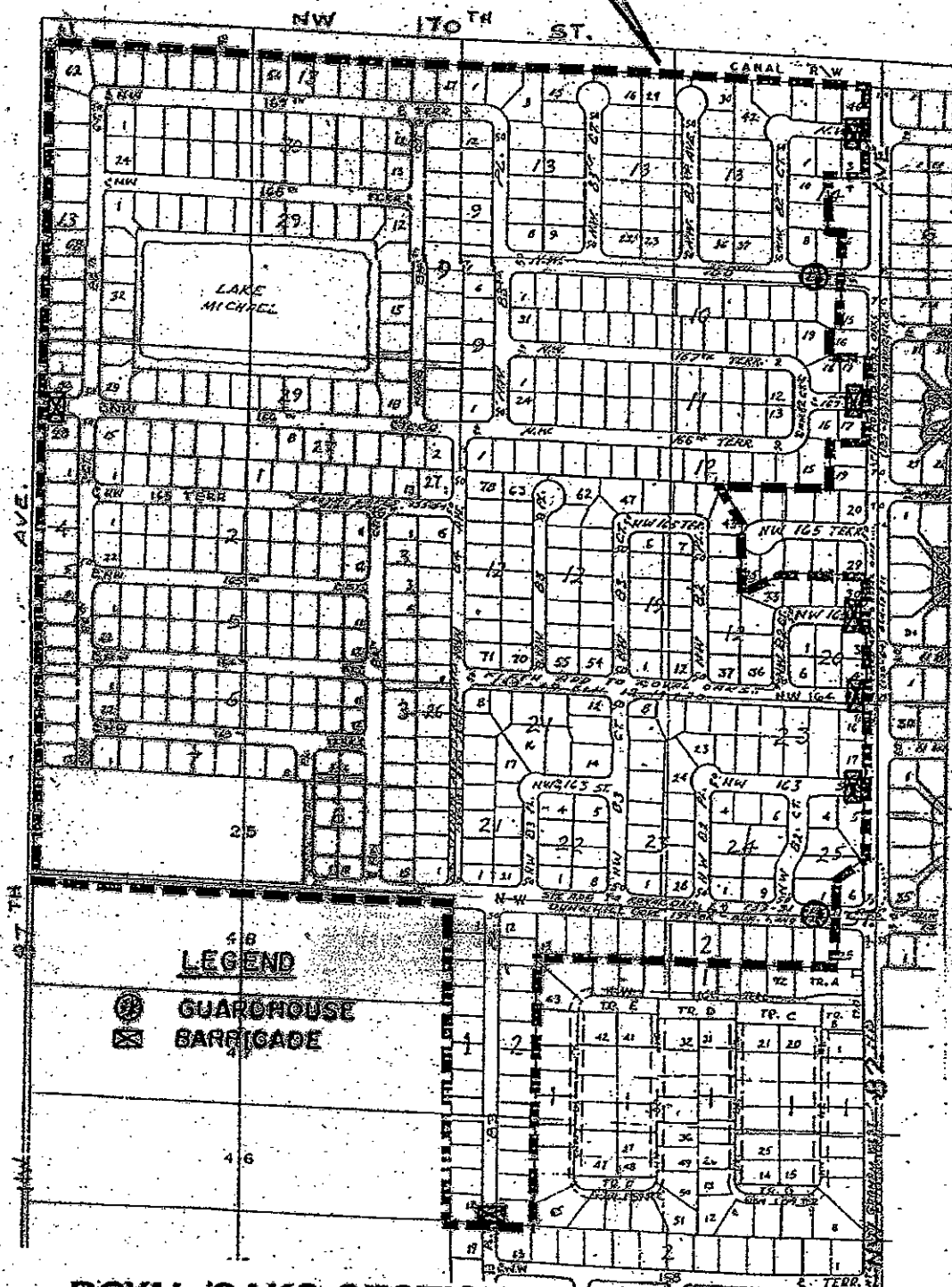
G-249 (COMM 0012)
SECTION: 15-52-40

EXHIBIT "A"

(Revised 4/9/01)

4
N

PROPOSED DISTRICT BOUNDARIES



ROYAL OAKS SECTION I SECURITY GUARD SPECIAL TAXING DISTRICT

SECT: 15-52-40

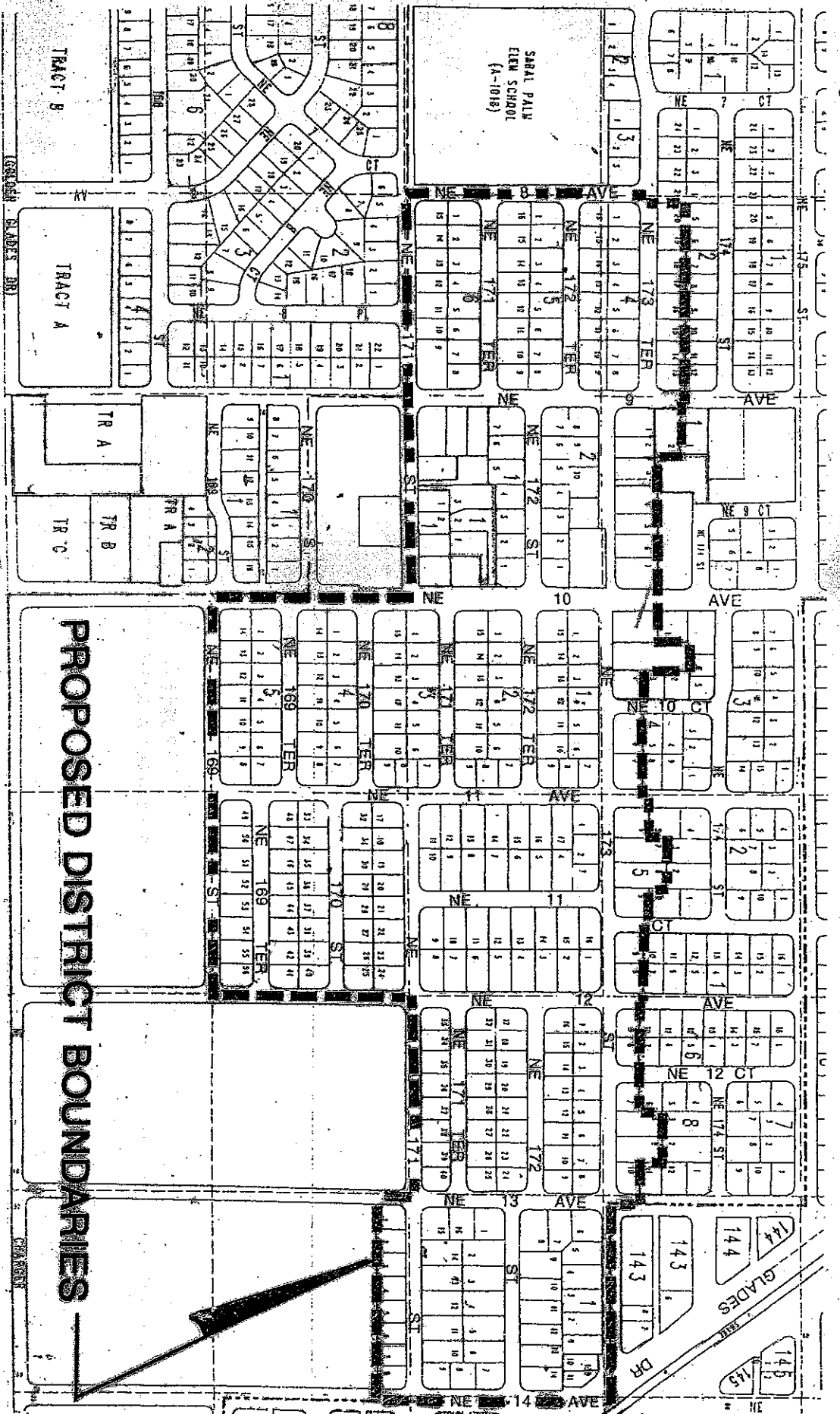
EXHIBIT "A"

G-226

G-226

SABAL PALM
ROWING PATROL SPECIAL TAXING DISTRICT

EXHIBIT "A"



PROPOSAL SUBMISSION PACKAGE**Request for Proposals (RFP) No. 717
Security Guard Services for Special Taxing District
(Level 2 Guards)**

In response to the Solicitation, Proposer shall RETURN THIS ENTIRE PACKAGE completed as follows:

1. Form A-1, Cover Page of Proposal

Complete and sign (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

2. Bid Security

Pursuant to Section 1.9, attach bid security to accompanying proposal.

3. Proposer Information

Complete following the requirements therein.

Note: The Proposer Information document is available in an electronic format (Word) by submitting a written request via e-mail to the County contact person for this Solicitation.

4. Affidavits/Acknowledgements

Complete and sign the following forms:

Form A-2, Lobbyist Registration for Oral Presentations

Form A-3, Acknowledgement of Addenda

Form A-4, Local Business Preference

Form A-5, Proposer's Disclosure of Subcontractors and Suppliers

Form A-6, Fair Subcontracting Policies

5. Form B-1, Price Proposal Schedule

Complete following the requirements therein.

6. Proposal Submission

Submit in hardcopy format an original, complete Proposal Submission Package and ten (10) copies of the complete package **by the Proposal Due Date** (see front cover of Solicitation) in a sealed envelope/container addressed as follows:

Proposer's Name
Proposer's Address
Proposer's Telephone Number

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

RFP No.:
RFP Title:
Proposal Due Date:

Form A-1

Proposer should indicate which location(s) listed below the Proposer is submitting proposal for.

- | | | |
|---|---|--|
| <input type="checkbox"/> Belle Meade | <input type="checkbox"/> Gables by the Sea | <input type="checkbox"/> Miami Lakes Section One |
| <input type="checkbox"/> Belle Meade Island | <input type="checkbox"/> Hammock Oaks Harbor | <input type="checkbox"/> Morningside |
| <input type="checkbox"/> Biscayne Beach | <input type="checkbox"/> Highland Gardens | <input type="checkbox"/> North Bay Island |
| <input type="checkbox"/> Biscayne Point | <input type="checkbox"/> Highland Lakes | <input type="checkbox"/> North Dade Country Club/Andover |
| <input type="checkbox"/> Coventry | <input type="checkbox"/> Keystone Point | <input type="checkbox"/> Oak Forest |
| <input type="checkbox"/> Enchanted Lake | <input type="checkbox"/> Kings Bay | <input type="checkbox"/> Royal Oaks East |
| <input type="checkbox"/> Entrada | <input type="checkbox"/> Lakes by the Bay South Commons | <input type="checkbox"/> Royal Oaks Section One |
| <input type="checkbox"/> Four Way Lodge Estates | <input type="checkbox"/> Miami Lakes Loch Lomond | <input type="checkbox"/> Sabal Palm |
| <input type="checkbox"/> Sunrise Harbour | | |

PROPOSER'S NAME (Name of firm, entity or organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

Name:

Title:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE:

(____) _____

FAX:

(____) _____

E-MAIL ADDRESS:

PROPOSER'S ORGANIZATIONAL STRUCTURE:

____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture ____ Other (Explain): _____

IF CORPORATION:

Date Incorporated/Organized: _____ State Incorporated/Organized: _____

States registered in as foreign corporation: _____

PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:

LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE:

A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.

- ☐ Place a checkmark here only if affirming Proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.

CRIMINAL CONVICTION DISCLOSURE:

Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.

- ☐ Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.

Form A-1 (Cont'd)**PROPOSER'S AUTHORIZED SIGNATURE**

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Signed By: _____ Date: _____

Print Name: _____ Title: _____

Proposer Information

Minimum Qualification Requirement

1. Provide documentation that demonstrates Proposer's ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation may be deemed non-responsive. The minimum qualification requirement for this Solicitation is the Proposer shall have (a) a Class "B", Security Agency, or Class "BB" License, Security Agency Branch Office License, issued by the State of Florida, Division of Licensing.

Proposer's Experience and Past Performance

2. Describe the Proposer's past performance and relevant experience that qualifies Proposer to perform these services.
3. State the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.
4. Provide documentation that the Proposer has one to four current contracts for which the sum of the weekly hours totals 600 hours per week or more for the duration of a three month period prior to proposal due date.
5. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein or that demonstrates Proposer's ability to perform these services) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project:
 - i. client,
 - ii. description of work,
 - iii. degree of public contact,
 - iv. location and number of hours contracted per week
 - v. total dollar value of the contract,
 - vi. dates covering the term of the contract,
 - vii. client contact person and phone number,
 - viii. statement of whether Proposer was the prime contractor or subcontractor, and
 - ix. results of the project.

Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).

6. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project:
 - i. name of the County Department which administers or administered the contract;
 - ii. description of work;
 - iii. total dollar value of the contract;
 - iv. dates covering the term of the contract;
 - v. County contact person and phone number;
 - vi. statement of whether Proposer was the prime contractor or subcontractor; and
 - vii. results of the project.

Proposer Information

7. Describe any other experiences related to the work or services described in the Scope of Services, Section 2.0, and any other information which may be specific to the required services to be provided.
8. Provide 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.
9. Submit an occupational/business license showing the address of the dispatch center, and a copy of lease or documents showing ownership of the building where central dispatch center is located. (See Section 2.13 for more information on the requirements of the central dispatch location.)
10. Submit a bid security with the Proposer's proposal in the amount of \$5,000.00 pursuant to Section 1.9 of this Solicitation.
11. Provide a statement regarding the Proposer's ability to comply with the requirements of a Performance and Payment Bond, pursuant to Section 5.0, Article 11 of the sample Agreement.

Key Personnel and Subcontractors Performing Services

12. Describe Proposer's ability to satisfy all of the personnel qualifications (see Section 2.6.C) of the Scope of Services). Indicate the Proposer's key personnel available that meet the personnel qualifications and, if Proposer cannot currently meet the requirements, explain how Proposer will attain the required key personnel.
 13. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or sub-consultants and shall include the functions to be performed by the key personnel. All key personnel include all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
 14. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Identify Proposer's prior relationship with the subcontractors or sub-consultants. Proposer's assessment and prior evaluation of the subcontractors and sub-consultants in achieving the desired assigned contracted jobs. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.
 15. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project. This information shall include the functions to be performed by the key individuals and the subcontractors or subconsultants.
- Note: Proposer shall limit its response to this question to one page or less per key individual. Do not submit original or copies of licenses, certificates, etc. This information will be verified at a later date.**
16. Provide the names and titles for all key personnel who will be assigned to the contract, including any key personnel of subcontractors. Selected Proposer shall also provide key personnel's resumes, if available, with prior job descriptions and other detailed qualifications information, and key personnel's licenses and certificates.

Proposer Information

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

Proposed Approach to Providing the Services

17. Describe Proposer's project plan and methodology, identifying specific key tasks and duration, in performing the services described in the Scope of Services (see Section 2.0), including Proposer's specific policies, plans, procedures or techniques to be used in providing the services to be performed. The Proposer shall describe its approach to project organization and management, responsibilities of Proposer's management and staff personnel that will perform work in this project.
18. Describe Proposer's ability and readiness to begin providing services as requested herein, assuming a September 30, 2010 start date, including Proposer's planned training schedule to meet this start date.
19. Describe Proposer's assurance that the personnel described in its proposal shall be available to perform the services described, and that the Proposer has sufficient reserve personnel to adequately perform the services described in the event of illness, accident, or other unforeseeable events of a similar nature. Describe Proposer's approach to ensure the availability of personnel at all times, including Proposer's contingency plan, if any.
20. Submit copy of Proposer's disaster preparedness, emergency operations, and continuity of operations plan that ensures coverage of posts at all times, including shift changes during times of hurricanes, civil unrest or disorder, or other unplanned event that may require the relocation of the Proposer's employees.
21. Confirm Proposer's ability to perform the Scope of Services, specifically addressing each Subsection 2.6 through 2.8, and applicable sections of Subsection 2.9 through 2.14. Include Proposer's plan to remediate performance deficiencies.
22. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

Recruitment Plan, Personnel Development and Training Program

23. State Proposer's recruitment policy, procedures, methods and resources utilized for recruiting personnel, including conducting background investigations, verification of applicant's employment history, criminal and civil background checks, etc.
24. Provide detailed information on the current and proposed training program implemented by the Proposer to train its personnel. Proposer shall provide a copy of the Proposer's current training manual describing Proposer's process for providing and conducting training on new and revised procedures, improved or enhanced technology, amended or legislative changes, or changes in or new procedures adopted by the County. The information shall include but not limited to the following elements:
 - a. Training program: number of hours and training curriculum
 - b. Training of newly hired security guards
 - c. Orientation of newly hired security guards
 - d. Continuing education/training
 - e. In-service training/on the job training
 - f. Training resources
 - g. Training instructors

Proposer Information

25. Describe in detail the personnel development plan and professional opportunities for the Proposer's personnel, turnover rate and retention procedures implemented by the Proposer.

Financial Capability

26. Provide documentation proving Proposer's financial strength and ability to provide start-up operations and reasonable working capital to handle this project. Such documentation may include its most recent certified financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, 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 situation. If certified financial statements are not available provide latest available financial statements (balance sheet and income statement) and letters of credit availability from accredited financial institutions, or other relevant documentation.

Note: The County's evaluation of the Proposer's Financial Capability may include, but not limited to: a) Proposer's ability to access funding necessary to cover required start-up costs, and b) cash reserves to ensure ongoing operations and payroll costs for a period up to 60 days from the start of throughout the duration of the contract.

Form A-2

AFFIDAVIT OF MIAMI-DADE COUNTY LOBBYIST REGISTRATION FOR ORAL PRESENTATION

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

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

NAME	TITLE	EMPLOYED BY	TEL. NO.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board at least two days prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

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

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

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

 (Signature of person taking acknowledgement)

 (Name of Acknowledger typed, printed or stamped)

 (Title or Rank)

 (Serial Number, if any)

Revised 2/1/05

Form A-3
ACKNOWLEDGEMENT OF ADDENDA

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

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

Addendum #1, Dated _____, 201__

Addendum #2, Dated _____, 201__

Addendum #3, Dated _____, 201__

Addendum #4, Dated _____, 201__

Addendum #5, Dated _____, 201__

Addendum #6, Dated _____, 201__

Addendum #7, Dated _____, 201__

Addendum #8, Dated _____, 201__

Addendum #9, Dated _____, 201__

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

Form A-4**LOCAL BUSINESS PREFERENCE**

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

1. Proposer has a valid Local Business Tax Receipt (formerly know as an Occupational License), issued by Miami-Dade County at least one year prior to proposal submission, that is appropriate for the goods, services or construction to be purchased.

Proposer shall attach a copy of said Miami-Dade County Local Business Tax Receipt hereto. (Note: Current and past year receipts, or occupational licenses, as may be applicable, may need to be submitted as proof that it was issued at least one year prior to the proposal due date.)

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

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

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

Check box, if applicable:

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

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

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

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2011. Therefore, a Proposer which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

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

Signature of Authorized Representative: _____

Print Name: _____ Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

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

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

presented _____ as identification.
(Type of Identification)

(Signature of Notary) (Serial Number)

(Print or Stamp Name of Notary) (Expiration Date)

Notary Public _____
(State)

Notary Seal

FORM A-5
SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Name of Proposer _____

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

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

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

Signature of Proposer's
Authorized Representative

Print Name

Print Title

Date

(Duplicate if additional space is needed)
Form A-5(new 5/7/99)

Form A-6

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

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

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

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____

FORM B-1**Price Proposal Schedule****INSTRUCTIONS:**

The Proposer's price shall be submitted on this Form B-1 "Price Proposal Schedule", and in the manner stated herein. Proposer is requested to fill in the applicable blanks on this form and to make no other marks.

The Proposer shall state its hourly rates for providing all services as stated in Section 2.0 of this solicitation, in accordance with the following:

ALL LOCATIONS	
Proposed Hourly Billing Rates	
Hourly Billing Rate per Security Guard	\$
Hourly Billing Rate per Security Guard Supervisor	\$
Hourly Billing Rate for Use of Licensed Motor Vehicle	\$

Notes:

- a) The hourly rates shall be guaranteed for the term of the Contract and shall include all costs necessary to provide the services as described in this Solicitation.
- b) Minimum wages specified shall be those paid at the start of the Contract. Rates for the option to renew periods and Living Wage increases will be negotiated.
- c) The proposed guaranteed hourly rates include all costs such as, full compensation for labor, equipment, equipment use, all out-of-pocket expenses, such as travel, per diem, and miscellaneous costs and fees, which shall be incorporated in this Price Schedule, as they will not be reimbursed separately by the County.
- d) The County will compensate for overtime pay only when caused by special request of the County or by Force Majeure (see Section 2.5).
- e) Wherein there may be errors in the Total, the unit prices shall prevail and the County maintains the right to correct any Total prepared by the Proposer.
- f) The approximate number of hours is an estimate based on historical data. The County makes no guarantees with respect to the actual needs for services; the County shall not be responsible for the accuracy of the estimates.
- g) Notwithstanding the Proposer's Total, compensation shall be based upon the actual number of service hours performed, less any deductions/fines imposed for non-performance or other contract violations (see Section 2.12).
- h) As stated in Section 4.8 of this Solicitation, 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.

SUPPLEMENTAL AGREEMENT NO. 9Contract Number: **RFP717E**Contract Title: **Security Guard Services for Special Taxing Districts
(Level 2 Guards)**Contractor: **Kent Security Services, Inc.
14600 Biscayne Boulevard
North Miami Beach, Florida 33181**

In accordance with the Article 8 of the above referenced Contract, this Supplemental Agreement, when properly executed, becomes part of the Contract effective October 1, 2017, to incorporate a 4.06% increase for the Living Wage requirement for all positions that are billed to the County at an hourly rate. Any reference to Appendix B, Price Schedule and any revisions thereof in the Contract shall be changed to "Revised Appendix B (17/18), Price Schedule".

All terms, covenants and conditions of the original Contract and any supplemental agreements issued thereto shall remain in full force and effect, except to the extent herein amended.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement to County Contract No. RFP717E.

Kent Security Services, Inc.

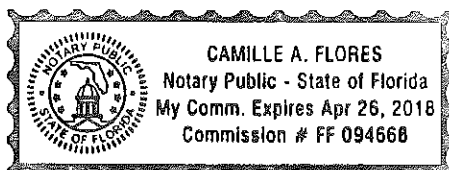
By: _____

Name: Gil NEUMANTitle: CEO

Date: _____

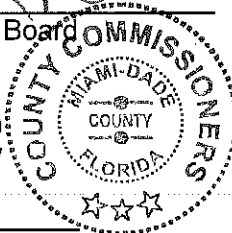
Attest: Camilie A. Flores
Corporate Secretary/Notary

Corporate Seal/Notary



Miami-Dade County

By: _____

Name: Carlos A. GimenezTitle: MayorDate: 12/20/17Attest: [Signature]
Clerk of the BoardApproved as to form
and legal sufficiency[Signature]
Assistant County Attorney

Revised Appendix B**Price Schedule (17/18)**

Price shown below are the hourly rates for providing the services as stated in Scope of Services (Appendix A), for the term of the contract, including any option or extension period.

Highland Gardens Highland Lakes Morningside Royal Oaks East Royal Oaks Section One	
Hourly Billing Rates	
Hourly Billing Rate per Security Guard (stationary service)	\$20.50
Hourly Billing Rate per Security Guard Supervisor (stationary service)	\$20.43

Notes:

- a) The above total fixed hourly rates are guaranteed, pursuant to Article 8, and include all costs necessary to provide security services, such as, wages and benefits paid to guards, cost of equipment, cost for supervision, overhead, all out-of-pocket expenses, such as travel, per diem, and miscellaneous costs and fees, as they will not be reimbursed separately by the County.
- b) The County may consider an adjustment to the price based upon an increase to the Living Wage amount (refer to Article 8 of the Contract).
- c) The above rates take into account the Living Wage increase for 2017-2018. Refer to Article 8 of the contract for information on Living Wage adjustments.
- d) No overtime or holiday rate shall be payable by the County. If due to an emergency or Contractor scheduling, a guard must be paid overtime, this will be the responsibility of the Contractor.
- e) The County will compensate for overtime pay only when caused by special request of the County or by Force Majeure.
- f) Notwithstanding the hourly rates above, compensation shall be based upon the actual number of service hours performed, less any deductions/fines imposed for non-performance or other contract violations.

EXHIBIT C

Contract 2018-18KCM
between the
Town of Miami Lakes
and
Kent Security Services, Inc.
for
Security Guard Services



Agreement

I. Parties

This Agreement, 2018-18KCM is made this _____ day of _____, 2018, by and between **Kent Security Services, Inc. ("Contractor")**, located at 14600 Biscayne Bay, North Miami Beach, FL 33181 and the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014.

II. Recitals

Whereas the Town desires to enter into an agreement with Contractor for the purchase of security guard services for special taxing districts in an amount not to exceed budgeted funds; and

Whereas Contractor has agreed to provide said services to the Town in accordance with its contract with the City of Miami RFP No. 295279 Security Guard Services, dated April 11, 2013, except to the extent otherwise provided herein; and

Whereas the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town's Procurement Code, will enter into an agreement with Contractor, in accordance with the terms of RFP No. 295279 Security Guard Services, which is attached hereto as Exhibit "A" and made a part of this Agreement.

Therefore both parties agree as follows:

III. Incorporation of Recitals

The provisions and recitals set forth above are hereby referred to and incorporated herein and made a part of this Agreement by reference.

IV. Products and Services

Contractor shall provide the purchase of security guard services for special taxing districts to the Town in accordance with the terms of the above referenced RFP No. 295279 Security Guard Services. All other terms and conditions of said contract, a copy of which is attached hereto as Exhibit "A", are incorporated herein by reference, except to the extent otherwise provided herein.

V. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Contractor from the RFP No. 295279 Security Guard Services:

CONTRACT NUMBER

The Town of Miami Lakes' Security Guard Services for Special Taxing Districts will be referenced as Contract #2018-18KCM.

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: www.miamilakes-fl.gov

**EFFECTIVE DATE**

Month _____ Day _____ of 2018

SUBCONTRACTORS

Contractor shall not subcontract any of the Work to be performed under this Contract without prior approval of the Project Manager.

INVOICING

Contractor shall provide the Town with an invoice once per month for the goods delivered in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

INSURANCE

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov



REPRESENTATION ON AUTHORITY OR PARTIES/SIGNATORIES

Each person signing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

VI. Points of Contact

The points of contact for the Town shall be:

Contract Management: Thomas Fossler or designee, Procurement Manager
(305) 364-6100 ext. 1164 fossler@miamilakes-fl.gov

Project Manager: Ximena Suarez or Designee, Assistant to the Town Manager
(305) 364-6100 ext. 1134 suarezm@miamilakes-fl.gov

The point of contact for **Kent Security Services, Inc.** shall be:

Name: Gil Neuman

email: gneuman@kentservices.com

Title: Chief Executive Officer

phone: (305) 919-9400

Kent Security Services

Town of Miami Lakes

Signature

Alex Rey, Town Manager

Name (Print)

Title

Attest:

Gina Inguanzo, Town Clerk



CORPORATE RESOLUTION

WHEREAS, **Kent Security Services, Inc. ("Kent")** desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the CEO,
(type title of officer)

Gil Newman, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed Agreement to which this resolution is attached.

DATED this 24 day of May, 2018.



Corporate Secretary

(Corporate Seal)



Exhibit "A"
City of Miami Contract RFP No. 295279

INTER-OFFICE MEMORANDUM

TO :	ALL DEPARTMENT DIRECTORS AND CONTRACT LIAISONS	DATE :	April 16, 2013	FILE :	
		SUBJECT :	Security Guard Services RFP No. 295279		
FROM :	Kenneth Robertson, Director Purchasing Department	REFERENCES :			
		ENCLOSURES:			

Please find enclosed a copy of the recently approved term contract for Security Guard Services. This contract has been established for use by all city departments and offices. Unless a specific item is not listed, using department in need of these goods or services is required to utilize this contract. Using department is urged to carefully review the contract in detail to become familiar with its prices, terms and conditions, and items awarded. If any department is unable to locate a particular item on the contract, please contact the appropriate Buyer for assistance. No other goods or services can be purchased under this agreement except those specified in the contract. **When requesting this commodity or service, the RFP No., Resolution No. and the corresponding catalog item numbers must be cited in the requisition.**

It shall be the responsibility of the using department to properly administer the contract to ensure that the contractor and the City perform all contractual obligations. In the execution of this responsibility, departments should monitor vendor performance, inspect goods at time of delivery, and check for accuracy in billing.

Should any using department experience any difficulties with the contractor, please document the matter and immediately advise Pablo Velez at 305- 416-1904 for assistance.

City of Miami

CONTRACT AWARD

Purchasing Department

RFP NO.: 295279
DESCRIPTION: SECURITY GUARD SERVICES
CONTRACT PERIOD: APRIL 22, 2013 THROUGH APRIL 21, 2016
TERM OF CONTRACT: THREE (3) YEARS WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE-YEAR PERIODS
(THE OPTIONS TO RENEW SHALL BE AFOREMENTIONED AT THE OPTION OF THE CITY COMMISSION)
COMMODITY CODE: 990

SECTION #1 – VENDOR AWARD

KENT SECURITY SERVICES
14600 Biscayne Blvd.
North Miami Beach, Florida 33181
Contact: Jerry Tollefsen
Phone: (305) 919-9400
Fax: (305) 919-9590
Cell: (786) 402-3670
Email: jtollefsen@kentsecurity.com
info@kentsecurity.com

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

C.C. AWARD DATE:	APRIL 11, 2013	AMENDED AMOUNT:	N/A
RESOLUTION NO:	13-0142	INSURANCE REQUIREMENTS:	YES
ANNUAL CONTRACT AMOUNT:	SEE BELOW	PERFORMANCE BOND:	N/A
Note: Funds allocated from the various sources of funds from the user departments and agencies, subject to availability of funds and budgetary approval at the time of need.		APPLICABLE ORDINANCES:	N/A

SECTION #3 – REQUESTING DEPARTMENT

CITY OF MIAMI, PURCHASING DEPARTMENT
Buyer: Pablo Velez

SECTION #4 – PROCURING AGENCY

CITY OF MIAMI, PURCHASING DEPARTMENT
Buyer: Pablo Velez
Phone: (305) 416-1904

Prepared By: Aimee Gandarilla, 4/16/13

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION CONTAINED HEREIN IS AVAILABLE IN THE SUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT:
www.miamigov.com/procurement

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
KENT SECURITY SERVICES, INC., AND
THE CITY OF MIAMI, FLORIDA**

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this 25th day of April, 2013, with an effective date of April 22, 2013 (the "Effective Date"), by and between City of Miami ("City"), a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, 444 SW 2nd Avenue, Miami, Florida 33130-1910, and Kent Security Services, Inc. ("Kent Security"), 14600 Biscayne Boulevard, North Miami, Florida 33181.

WHEREAS, the City has issued Request for Proposals No. 295279, including all addenda thereto (collectively, "RFP", Exhibit "A") for the provision of Security Guard Services Citywide ("Services") and Provider's proposal ("Proposal", Exhibit "B"), in response thereto, has been selected as the most qualified proposal for the provision of the Services. The RFP and the Proposal are by this reference incorporated into and made a part of this Agreement and a part of any extensions hereof. In the event of an express conflict between the RFP and/or the Proposal and this Agreement, this Agreement shall govern over the RFP, and the RFP shall govern over the Proposal; and

WHEREAS, the City desires to enter into this Agreement with Kent Security and Kent Security agrees to accept employment under the terms and conditions set forth herein; and

WHEREAS, the Commission of the City of Miami, by Resolution No. 13-0142, adopted as modified on April 11, 2013 (attached hereto and by this reference made a part of this Agreement and of any extensions hereof), approved the selection of Kent Security and authorized the City Manager to negotiate and execute an agreement, under the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understood and agree as follows:

**SECTION I
SERVICES**

A. City agrees to engage Kent Security to provide the Services, and Kent Security agrees to provide to City the Services, each pursuant to the terms and conditions set forth herein Exhibit "A", Section 3.0, Specifications/Scope of Work.

B. Kent Security may delegate the provision of certain services to third party providers who meet the requirements of this Agreement applicable to Kent, provided that Kent Security shall use reasonable due diligence to determine such other service providers are qualified with respect to the function that the other service providers are to perform. Such delegation shall not relieve Kent Security of its duty.

SECTION II COMPENSATION

A. City agrees and hereby contracts to pay Kent Security the fees and/or premiums in accordance with the price proposal provisions of Exhibit B and any additional fees set expressly forth below in this Section II (collectively, the "Fees"). In no event shall total cumulative annual compensation under this Agreement exceed Three Hundred Fifty Thousand Dollars (\$350,000.00).

The Fees are payable on or about the first day of the calendar month (by way of example, the calendar month of January fees are on or about January 1). All Kent Security invoices shall be proper invoices as that term is defined by Florida's Local Government Prompt Payment Act, Florida Statutes, §218.70 to §218.79, Florida Statutes, as amended, are due and payable upon receipt, and any undisputed amounts which remain unpaid after forty five (45) days shall accrue interest at a rate of one percent (1%) per month or twelve (12%) percent per annum until paid. In order to dispute an invoice, City must provide Kent Security with written notice of the reasons for such dispute within forty five (45) days of receipt of the invoice or such amounts may be deemed owed as a rebuttable presumption, if so provided in such invoice. Kent Security understands and agrees that Kent Security shall be solely responsible for its employees, agents, and subcontractors and the City shall not be responsible nor liable for any payments to or amounts due to Kent Security's employees, agents, or subcontractors for their respective services provided hereunder this Agreement and any extensions hereof.

SECTION III MISCELLANEOUS

A. Term. This Agreement shall remain in effect for a term of three (3) years commencing on the Effective date, unless it is earlier terminated or cancelled for Cause or for Convenience as provided in this Agreement, with an option to be exercised by the City Commission to renew for three (3) additional terms of one (1) year each on these same terms and conditions. The City Manager shall give Kent notice of the City's intention to renew no less than thirty (30) days prior to the expiration of the then current term by giving Kent Security written notice as provided in Subjection H, Notices. The total term, if all renewals are exercised, cannot exceed six (6) years. Unless renewed, this Agreement will automatically end three (3) years from its date of Execution, which is the Effective Date, without the necessity of any action by either party. Written notice of termination may be made at least thirty (30) days prior to termination without cause. Upon termination of this Agreement and expiration of any applicable notice period, the parties hereto shall have no further liability or obligation except as explicitly provided for hereunder as surviving termination of this Agreement. Additionally, the City Manager reserves the right to automatically extend this contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide the City departments with continual service and supplies while a new contract is being solicited, evaluated, and/or awarded. If the right is exercised, the City shall notify the Bidder/Proposer, in writing, of its intent to extend the contract at the same price, terms and conditions for a specific number of days. Additional extensions,

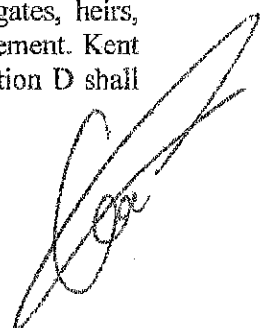
over the first one hundred twenty (120) day extension may occur, if, the City and the Successful Bidder/Proposer are in mutual agreement of such extensions.

B. Cancellation For Convenience. The City Manager shall also have the right to terminate this Agreement by giving Kent Security at least thirty (30) business days' prior written notice, upon unavailability of funds, or if City determines, in its sole discretion, for any reason or for its convenience, that continuation of the services are no longer in the best interest of City. In the event of termination by City, City shall pay Kent Security compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall City be liable for any additional compensation, other than that provided herein, or for any consequential or incidental damages. Kent Security shall have no recourse against the City for a cancellation for convenience other than adherence to this Section.

C. Monies Owed Upon Agreement Termination. Any undisputed monies due under the express terms of this Agreement at the time of termination shall be paid in full within forty five (45) days thereafter.

D. Indemnification. Kent Security shall save, protect, release, reimburse, indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses, fees (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with : (i) the performance or non-performance of the services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Kent Security or its employees, agents, or (ii) the failure of Kent Security to comply with any of the paragraphs herein or the failure of Kent Security to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance, solicitation or award of this Agreement and any amendments/extensions hereof. Kent Security shall protect and defend the Client, its officials and/or employees against, any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted work, even if it is alleged that the Indemnitees, its officials and/or employees were negligent. Kent Security expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Kent Security, as provided above, for which Kent Security liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. Further, in the event that there is litigation or arbitration, each party shall bear its own fees. Kent Security warrants that there has been no violation of copyright, trademark, or patent or similar rights in manufacturing, producing, modifying, assembling, distributing or selling the programs, services, data and goods shipped or ordered and Kent Security agrees to hold the Indemnitees harmless and indemnify the Indemnitees from any and all liability, loss or expense occasioned by any such violation. This Hold Harmless and Indemnity shall be binding upon Kent Security and its delegates, heirs, successors and assigns and shall survive the cancellation or expiration of the Agreement. Kent Security freely and voluntarily signs this indemnity. The provisions of this Subsection D shall survive any termination or expiration of this Agreement.

KJR
Substitution page approved
6/11/13



Additionally, Kent Security covenants not to sue the Indemnitees, its officials or employees in any action or proceeding arising out of this Hold Harmless and Indemnity.

E. Security of Personal Health Information. Kent Security and City will be responsible for compliance of all provisions of the HIPAA Security Rule (45 C.F.R. 164.302 - 318) (the "Security Rule"). Kent Security and City will identify and implement effective and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of electronic protected information.

Kent Security and City will conform to all standards in the Security Rule requiring implementation of policies and procedures to prevent, detect, and contain any correct security violations (45 C.F.R. 164.308(a)(1)) including but not limited to:

1. Designing appropriate screening processes.
2. Identifying what data backup and how.
3. Deciding whether and how to use encryption.
4. Addressing what data must be authenticated in particular situations to protect data integrity.
5. Determining the appropriate manner of protecting information transmissions.

F. Confidentiality. Any information that is acquired by Kent Security in carrying out its duties under this Agreement, which had not become public information including information regarding City, shall be kept confidential except as required by any law or court order, including any subpoena. Kent Security will not disclose or permit the disclosure of any confidential information to anyone other than City, its counsel, or persons designated by them or their counsel. Kent Security shall immediately notify City of any court order or subpoena requiring disclosure of confidential information, and shall appeal or challenge such order or subpoena prior to disclosure in accordance with such directions as City may issue and at City's expense (employing counsel selected by City) and shall cooperate with City to appeal or challenge any orders or subpoena requiring disclosure of confidential information. Upon termination of this Agreement and upon receipt of a written request from City, all confidential information delivered to Kent Security by City in Kent Security's possession relating hereto shall be turned over to City. Kent Security will take reasonable measures to avoid any unintentional or inadvertent disclosure of any confidential information to any unauthorized person by any of its employees, agents, or representatives. Likewise, to the extent allowed by Florida Law, including the Public Records Act, Chapter 119, Florida Statutes, as amended, City agrees to keep confidential in all manners and not publish, dispense or use in any way or by any means, other than for internal City business, any of Kent Security's work product. City will take reasonable measures to avoid any unintentional or inadvertent disclosure of any of Kent Security's work product to any unauthorized person by any of its employees, agents, or representatives. Kent Security understands and agrees that the City is subject to the Public Records Act making many documents it maintains in its course of business open to public inspection and copying unless such documents are exempted by law from public inspection and copying.

The provisions of this Subsection G shall survive any termination or expiration of this Agreement.

G. Governing Law/Venue. The laws of the State of Florida shall govern the validity of the Agreement, the construction of its terms and the interpretation of the rights and duties of the parties. The venue of any litigation field for the purpose of seeking enforcement, claiming breach or default, or interpretation of any part of this Agreement shall lie exclusively within Miami-Dade County, Florida. Each party shall bear its own attorney's fees.

H. Notices. All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail, return receipt requested, postage prepaid and addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY
Johnny Martinez, P.E. City Manager

City of Miami
444 SW 2nd Ave, 10th Floor
Miami, Florida 33130-1910

VENDOR
Gil Neuman, Chief Executive
Officer
Kent Security Services, Inc.
14600 Biscayne Boulevard
North Miami, Florida 33181

I. Failure to Perform. Neither party shall be liable for failure or delay in performing obligations set forth in this Agreement, and neither party shall be deemed in breach of its obligations, if such failure to delay is due to national disasters, strike, lock-out, or other industrial or transportation disturbances, law, regulation or ordinance, or any causes reasonably beyond the control of such party.

J. Successors and Assigns. This Agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors and assigns.

K. Independent Contractor. Kent Security, its employees, agents or representatives, shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded classified or unclassified employees. Kent Security, its employees, agents or representatives, shall not be entitled to Florida Workers' Compensation benefits as an employee of the City.

L. Entire Agreement. This Agreement and its attachments and exhibits constitute the sole and only Agreement of the parties and accurately set forth the rights, duties, and obligations of each to the other. Any prior Agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

M. Amendments. No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

N. Captions and Headings. Captions, title and paragraph headings are for convenient reference and are not a part of this Agreement. Such captions, title or paragraph headings shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this Agreement.

O. Waiver. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

P. Severability. Should any provisions, paragraph, sentence, work or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the United States, State of Florida, Miami-Dade County, or the City of Miami, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

Q. Third Party Beneficiary. Kent Security and the City agree that it is not intended that any provision of this Agreement establishes a third party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

AUDIT AND INSPECTION RIGHTS AND RECORDS RETENTION:

Kent Security agrees to provide access to the City or to any of its duly authorized representatives, to any books, documents, papers, and records of Kent Security which are directly pertinent to this Agreement, for the purpose of audit, examination, excerpts, and transcripts. The City may, at reasonable times, and for a period of up to five (5) years following the date of final payment by the City to Kent Security under this Agreement, audit and inspect, or cause to be audited and inspected, those books, documents, papers, and records of Kent Security which are related to Kent Security's performance under this Agreement. Kent Security agrees to maintain any and all such books, documents, papers, and records at its principal place of business for a period of five (5) years after final payment is made under this Agreement and all other pending matters are closed. Kent Security's failure to adhere to, or refuse to comply with, this condition shall result in the immediate cancellation of this Agreement by the City.

AWARD OF AGREEMENT:

Kent Security represents to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the receipt of an award of this Agreement.

PUBLIC RECORDS:

A. Kent Security understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City Agreements, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable laws. Kent Security's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the City.

B. Should Kent Security determine to dispute any public access provision required by Florida Statutes, then Kent Security shall do so at its own expense and at no cost to the City.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:

Kent Security understands that agreements with local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. City and Kent Security agree to comply with and observe all such applicable federal, state and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

Kent Security further agrees to include in all of Kent Security's agreements with subcontractors for any Services related to this Agreement this provision requiring subcontractors to comply with and observe all applicable federal, state, and local laws rules, regulations, codes and ordinances, as they may be amended from time to time.

CONTINGENCY CLAUSE:

Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days written notice.

FORCE MAJEURE:

"Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.

CITY NOT LIABLE FOR DELAYS:

Kent Security hereby understands and agrees that in no event shall the City be liable for, or responsible to Kent Security or any subcontractor, or to any other person, firm, or entity for or on account of, any stoppages or delay(s) in work herein provided for, or any damages whatsoever related thereto, because of any injunction or other legal or equitable proceedings or on account of any delay(s) for any cause over which the City has no control.

USE OF NAME:

Kent Security understands and agrees that the City is not engaged in research for advertising, sales promotion, or other publicity purposes. Kent Security is allowed, within the limited scope of normal and customary marketing and promotion of its work, to use the general results of this project and the name of the City. The Kent Security agrees to protect any confidential information provided by the City and will not release information of a specific nature without prior written consent of the City Manager or the City Commission.

NO CONFLICT OF INTEREST:

Pursuant to City of Miami Code Section 2-611, as amended ("City Code"), regarding conflicts of interest, Kent Security hereby certifies to City that no individual member of Kent Security, no employee, and no subcontractor under this Agreement or any immediate family member of any of the same is also a member of any board, commission, or agency of the City. Kent Security hereby represents and warrants to the City that throughout the term of this Agreement, Kent Security, its employees and its subcontractors will abide by this prohibition of the City Code.

NO THIRD-PARTY BENEFICIARY:

No persons other than the Kent Security and the City (and their successors and assigns) shall have any rights whatsoever under this Agreement.

SURVIVAL:

All obligations (including but not limited to indemnity and obligations to defend and hold harmless) and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

TRUTH-IN-NEGOTIATION CERTIFICATION, REPRESENTATION AND WARRANTY:

Kent Security hereby certifies, represents and warrants to City that on the date of Kent Security's execution of this Agreement and so long as this Agreement shall remain in full

force and effect, the wage rates and other factual unit costs supporting the compensation to Kent Security under this Agreement are and will continue to be accurate, complete, and current. Kent Security understands, agrees and acknowledges that the City shall adjust the amount of the compensation and any additions thereto to exclude any significant sums by which the City determines the contract price of compensation hereunder was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year of the end of this Agreement, whether naturally expiring or earlier terminated pursuant to the provisions hereof.

COUNTERPARTS:

This Agreement may be executed in three or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

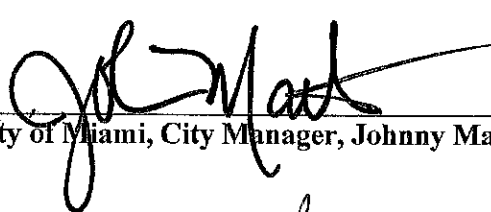
[Remainder of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this 25th day of April, 2013, with an effective date of April 22, 2013.

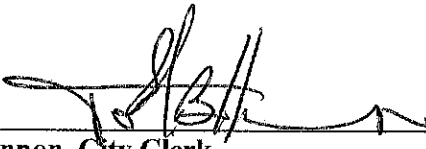
By:


Kent Security Services, Gil Neuman, Chief Executive Officer

By:

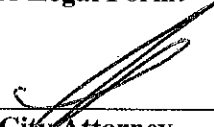

City of Miami, City Manager, Johnny Martinez, P.E., City Manager

Attest:


Todd B. Hannon, City Clerk
Printed Name

4/25/13

Approved as to Legal Form:


Julie O. Bru, City Attorney



Approved by Risk Management:

By:

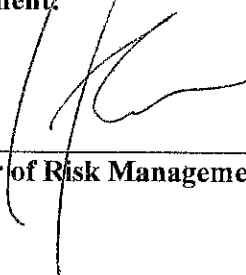

Calvin Ellis, Director of Risk Management

EXHIBIT A

RFP 295279,2

Please see the attached Request for Proposals (RFP) 295279,2 for Security Guard Services Citywide.



City of Miami

Request for Proposals (RFP)

Purchasing Department

Miami Riverside Center

444 SW 2nd Avenue, 6th Floor

Miami, Florida 33130

Web Site Address: <http://ci.miami.fl.us/procurement>

RFP Number:	295279,2
Title:	Request for Proposals for Security Guard Services Citywide
Issue Date/Time:	17-MAY-2012
RFP Closing Date/Time:	06/18/2012 @ 11:00:00
Pre-Bid Conference:	None
Pre-Bid Date/Time:	
Pre-Bid Location:	
Deadline for Request for Clarification:	Friday, May 25th, 2012 at 11:00 AM
Buyer:	Velez, Pablo
Hard Copy Submittal Location:	City of Miami - City Clerk 3500 Pan American Drive Miami FL 33133 US
Buyer E-Mail Address:	pvelez@miamigov.com
Buyer Facsimile:	(305)416-1925

Certification Statement

Please quote on this form, if applicable, net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including transportation to destination. The City reserves the right to accept or reject all or any part of this submission. Prices should be firm for a minimum of 180 days following the time set for closing of the submissions.

In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.

We (I) certify that we have read your solicitation, completed the necessary documents, and propose to furnish and deliver, **F.O.B. DESTINATION**, the items or services specified herein.

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations, or debarred or suspended as set in section 18-107 or Ordinance No. 12271.

All exceptions to this submission have been documented in the section below (refer to paragraph and section).

EXCEPTIONS: .

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

SUPPLIER NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____ BEEPER: _____

SIGNED BY: _____

TITLE: _____ DATE: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM SHALL DISQUALIFY THIS BID.

Certifications

Legal Name of Firm:

Entity Type: Partnership, Sole Proprietorship, Corporation, etc.

Year Established:

Office Location: City of Miami, Miami-Dade County, or Other

Occupational License Number:

Occupational License Issuing Agency:

Occupational License Expiration Date:

Respondent certifies that (s) he has read and understood the provisions of City of Miami Ordinance No. 10032 (Section 18-110 of the City Code) pertaining to the implementation of a “First Source Hiring Agreement.”: (Yes or No)

Do you expect to create new positions in your company in the event your company was awarded a Contract by the City? (Yes or No)

In the event your answer to question above is yes, how many new positions would you create to perform this work?

Please list the title, rate of pay, summary of duties, number of positions, and expected length or duration of all new positions which might be created as a result of this award of a Contract.

Will Subcontractor(s) be used? (Yes or No)

If subcontractor(s) will be utilized, provide their name, address and the the portion of the work they will be responsible for under this contract (a copy of their license(s) must be submitted with your bid response):

Please list and acknowledge all addendum/addenda received. List the addendum/addenda number and date of receipt (i.e. Addendum No. 1, 7/1/07). If no addendum/addenda was/were issued, please insert N/A.

Reference No. 1: Name of Company/Agency for which bidder is currently providing the services as described in this solicitation, or has provided such services in the past:

Reference No. 1: Address, City, State, and Zip for above reference company/agency listed:

Reference No. 1: Name of Contact Person and Telephone Number for above reference no. 1

Reference No. 1: Date of Contract for above reference no. 1

Reference No. 2: Name of Company/Agency for which bidder is currently providing the services as described in this solicitation, or has provided such services in the past:

Reference No. 2: Address, City, State, and Zip for above reference company/agency listed:

Reference No. 2: Name of Contact Person and Telephone Number for above reference no. 2

Reference No. 2: Date of Contract for above reference no. 2

Reference No. 3: Name of Company/Agency for which bidder is currently providing the services as described in this solicitation, or has provided such services in the past:

Reference No. 3: Address, City, State, and Zip for above reference company/agency listed:

Reference No. 3: Name of Contact Person and Telephone Number for above reference no. 3

Reference No. 3: Date of Contract for above reference no. 3

Line: 1

Description: **Adjusted Hourly Rate for a Level I Unarmed Guard -- PLEASE DISREGARD THIS LINE AND REFER TO THE ATTACHMENT "A" PRICE PROPOSAL IN THE HEADER SECTION OF THIS RFP.**

Category: **99046-00**

Unit of Measure: **Hour**

Unit Price: \$_____ Number of Units: **43,000** Total: \$_____

Line: 2

Description: **Adjusted Hourly Rate for a Level II Unarmed Guard -- PLEASE DISREGARD THIS LINE AND REFER TO THE ATTACHMENT "A" PRICE PROPOSAL IN THE HEADER SECTION OF THIS RFP.**

Category: **99046-00**

Unit of Measure: **Hour**

Unit Price: \$_____ Number of Units: **7,600** Total: \$_____

Line: 3

Description: **Adjusted Hourly Rate for a Level III Unarmed Guard -- PLEASE DISREGARD THIS LINE AND REFER TO THE ATTACHMENT "A" PRICE PROPOSAL IN THE HEADER SECTION OF THIS RFP.**

Category: **99046-00**

Unit of Measure: **Hour**

Unit Price: \$_____ Number of Units: **100** Total: \$_____

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Terms and Conditions

1. General Conditions

1.1. GENERAL TERMS AND CONDITIONS

Intent: The General Terms and Conditions described herein apply to the acquisition of goods/equipment/services with an estimated aggregate cost of \$25,000.00 or more.

Definition: A formal solicitation is defined as issuance of an Invitation for Bids, Request for Proposals, Request for Qualifications, or Request for Letters of Interest pursuant to the City of Miami Procurement Code and/or Florida Law, as amended. Formal Solicitation and Solicitation shall be defined in the same manner herein.

1.1. ACCEPTANCE OF GOODS OR EQUIPMENT - Any good(s) or equipment delivered under this formal solicitation, if applicable, shall remain the property of the seller until a physical inspection and actual usage of the good is made, and thereafter is accepted as satisfactory to the City. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods/equipment supplied to the City are found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return the product to the Contractor at the Contractor's expense.

1.2. ACCEPTANCE OF OFFER - The signed or electronic submission of your solicitation response shall be considered an offer on the part of the bidder/proposer; such offer shall be deemed accepted upon issuance by the City of a purchase order.

1.3. ACCEPTANCE/REJECTION – The City reserves the right to accept or reject any or all responses or parts of after opening/closing date and request re-issuance on the goods/services described in the formal solicitation. In the event of such rejection, the Director of Purchasing shall notify all affected bidders/proposers and make available a written explanation for the rejection. The City also reserves the right to reject the response of any bidder/proposer who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, and who is not in a position to perform the requirements defined in this formal solicitation. The City further reserves the right to waive any irregularities or minor informalities or technicalities in any or all responses and may, at its discretion, re-issue this formal solicitation.

1.4. ADDENDA – It is the bidder's/proposer's responsibility to ensure receipt of all Addenda. Addenda are available at the City's website at: <http://www.ci.miami.fl.us/procurement>

1.5. ALTERNATE RESPONSES MAY BE CONSIDERED - The City may consider one (1) alternate response from the same Bidder/Proposer for the same formal solicitation; provided, that the alternate response offers a different product that meets or exceeds the formal solicitation requirements. In order for the City to consider an alternate response, the Bidder/Proposer shall complete a separate Price Sheet form and shall mark "Alternate Response". Alternate response shall be placed in the same response. This provision only applies to formal solicitations for the procurement of goods, services, items, equipment, materials, and/or supplies.

1.6. ASSIGNMENT - Contractor agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of the resulting Contract, or any or all of its right, title or interest herein, without City of Miami's prior written consent.

1.7. ATTORNEY'S FEES - In connection with any litigation, mediation and arbitration arising out of this Contract, each party shall bear their own attorney's fees through and including appellate litigation and any post-judgment

proceedings.

1.8. AUDIT RIGHTS AND RECORDS RETENTION - The Successful Bidder/Proposer agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder/Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the Contract for three (3) years after the City makes final payment and all other pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the City.

1.9. AVAILABILITY OF CONTRACT STATE-WIDE - Any Governmental, not-for-profit or quasi-governmental entity in the State of Florida, may avail itself of this contract and purchase any and all goods/services, specified herein from the successful bidder(s)/proposer(s) at the contract price(s) established herein, when permissible by federal, state, and local laws, rules, and regulations.

Each Governmental, not-for-profit or quasi-governmental entity which uses this formal solicitation and resulting bid contract or agreement will establish its own contract/agreement, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the successful bidder(s)/proposer(s).

1.10. AWARD OF CONTRACT:

A. The Formal Solicitation, Bidder's/Proposer's response, any addenda issued, and the purchase order shall constitute the entire contract, unless modified in accordance with any ensuing contract/agreement, amendment or addenda.

B. The award of a contract where there are Tie Bids will be decided by the Director of Purchasing or designee in the instance that Tie Bids can't be determined by applying Florida Statute 287.087, Preference to Businesses with Drug-Free Workplace Programs.

C. The award of this contract may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Technical Specifications. Bidder/Proposer shall be in default of its contractual obligation if such documents are not submitted in a timely manner and in the form required by the City. Where Bidder/Proposer is in default of these contractual requirements, the City, through action taken by the Purchasing Department, will void its acceptance of the Bidder's/Proposer's Response and may accept the Response from the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or re-solicit the City's requirements. The City, at its sole discretion, may seek monetary restitution from Bidder/Proposer and its bid/proposal bond or guaranty, if applicable, as a result of damages or increased costs sustained as a result of the Bidder's/Proposer's default.

D. The term of the contract shall be specified in one of three documents which shall be issued to the successful Bidder/Proposer. These documents may either be a purchase order, notice of award and/or contract award sheet.

E. The City reserves the right to automatically extend this contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, and/or awarded. If the right is exercised, the City shall notify the Bidder/Proposer, in writing, of its intent to extend the contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Successful Bidder/Proposer are in mutual agreement of such extensions.

F. Where the contract involves a single shipment of goods to the City, the contract term shall conclude upon completion of the expressed or implied warranty periods.

G. The City reserves the right to award the contract on a split-order, lump sum or individual-item basis, or such combination as shall best serve the interests of the City unless otherwise specified.

H. A Contract/Agreement may be awarded to the Bidder/Proposer by the City Commission based upon the minimum qualification requirements reflected herein. As a result of a RFP, RFQ, or RFLI, the City reserves the right to execute or not execute, as applicable, an Agreement with the Proposer, whichever is determined to be in the City's best interests. Such agreement will be furnished by the City, will contain certain terms as are in the City's best interests, and will be subject to approval as to legal form by the City Attorney.

1.11. BID BOND/ BID SECURITY - A cashier's or certified check, or a Bid Bond signed by a recognized surety company that is licensed to do business in the State of Florida, payable to the City of Miami, for the amount bid is required from all bidders/proposers, if so indicated under the Special Conditions. This check or bond guarantees that a bidder/proposer will accept the order or contract/agreement, as bid/proposed, if it is awarded to bidder/proposer. Bidder/Proposer shall forfeit bid deposit to the City should City award contract/agreement to Bidder/Proposer and Bidder/Proposer fails to accept the award. The City reserves the right to reject any and all surety tendered to the City. Bid deposits are returned to unsuccessful bidders/proposers within ten (10) days after the award and successful bidder's/proposer's acceptance of award. If sixty (60) days have passed after the date of the formal solicitation closing date, and no contract has been awarded, all bid deposits will be returned on demand.

1.12. RESPONSE FORM (HARDCOPY FORMAT) - All forms should be completed, signed and submitted accordingly.

1.13. BID SECURITY FORFEITED LIQUIDATED DAMAGES - Failure to execute an Agreement and/or file an acceptable Performance Bond, when required, as provided herein, shall be just cause for the annulment of the award and the forfeiture of the Bid Security to the City, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained. Award may then be made to the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or all responses may be rejected.

1.14. BRAND NAMES - If and wherever in the specifications brand names, makes, models, names of any manufacturers, trade names, or bidder/proposer catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade or quality of goods only. When the City does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When bidding/proposing an approved equal, Bidders/Proposers will submit, with their response, complete sets of necessary data (factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the equality of the item(s) bid/proposed. The City shall be the sole judge of equality and its decision shall be final. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. Such samples are to be furnished after formal solicitation opening/closing only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) calendar days after a formal request is made.

1.15. CANCELLATION - The City reserves the right to cancel all formal solicitations before its opening/closing. In the event of bid/proposal cancellation, the Director of Purchasing shall notify all prospective bidders/proposers and make available a written explanation for the cancellation.

1.16. CAPITAL EXPENDITURES - Contractor understands that any capital expenditures that the firm makes, or prepares to make, in order to deliver/perform the goods/services required by the City, is a business risk which the contractor must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures, or to maintain the approved status of any contractor. If contractor has been unable to recoup its capital expenditures during the time it is rendering such goods/services, it shall not have any claim upon the City.

1.17. CITY NOT LIABLE FOR DELAYS - It is further expressly agreed that in no event shall the City be liable

for, or responsible to, the Bidder/Proposer/Consultant, any sub-contractor/sub-consultant, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the City has no control.

1.18. COLLUSION –Bidder/Proposer, by submitting a response, certifies that its response is made without previous understanding, agreement or connection either with any person, firm or corporation submitting a response for the same items/services or with the City of Miami’s Purchasing Department or initiating department. The Bidder/Proposer certifies that its response is fair, without control, collusion, fraud or other illegal action. Bidder/Proposer certifies that it is in compliance with the Conflict of Interest and Code of Ethics Laws. The City will investigate all potential situations where collusion may have occurred and the City reserves the right to reject any and all bids/responses where collusion may have occurred.

1.19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, records keeping, etc. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as that may in any way affect the goods or equipment offered, including but not limited to:

A. Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.

B. Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.

C. The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.

D. Environment Protection Agency (EPA), as applicable to this Formal Solicitation.

E. Uniform Commercial Code (Florida Statutes, Chapter 672).

F. Americans with Disabilities Act of 1990, as amended.

G. National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.

H. National Forest Products Association (NFPA), as applicable to this Formal Solicitation.

I. City Procurement Ordinance City Code Section 18, Article III.

J. Conflict of Interest, City Code Section 2-611;61.

K. Cone of Silence, City Code Section 18-74.

L. The Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.

M. First Source Hiring Agreement, City Ordinance No. 10032, as applicable to this Formal Solicitation. Implemented to foster the creation of new and permanent jobs for City of Miami residents; requires as a condition precedent to the execution of service contracts including professional services.

Lack of knowledge by the bidder/proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

Copies of the City Ordinances may be obtained from the City Clerk’s Office.

1.20. CONE OF SILENCE - Pursuant to Section 18-74 of the City of Miami Code, a “Cone of Silence” is imposed upon each RFP, RFQ, RFLI, or IFB after advertisement and terminates at the time the City Manager issues a written

recommendation to the Miami City Commission. The Cone of Silence shall be applicable only to Contracts for the provision of goods and services and public works or improvements for amounts greater than \$200,000. The Cone of Silence prohibits any communication regarding RFPs, RFQs, RFLI or IFBs (bids) between, among others:

Potential vendors, service providers, bidders, lobbyists or consultants and the City's professional staff including, but not limited to, the City Manager and the City Manager's staff; the Mayor, City Commissioners, or their respective staffs and any member of the respective selection/evaluation committee.

The provision does not apply to, among other communications:

oral communications with the City purchasing staff, provided the communication is limited strictly to matters of process or procedure already contained in the formal solicitation document; the provisions of the Cone of Silence do not apply to oral communications at duly noticed site visits/inspections, pre-proposal or pre-bid conferences, oral presentations before selection/evaluation committees, contract negotiations during any duly noticed public meeting, or public presentations made to the Miami City Commission during a duly noticed public meeting; or communications in writing or by email at any time with any City employee, official or member of the City Commission unless specifically prohibited by the applicable RFP, RFQ, RFLI or IFB (bid) documents (See Section 2.2. of the Special Conditions); or communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI OR IFB by City Purchasing staff.

Proposers or bidders must file a copy of any written communications with the Office of the City Clerk, which shall be made available to any person upon request. The City shall respond in writing and file a copy with the Office of the City Clerk, 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 Office of the City Clerk.

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render any award voidable. A violation by a particular Bidder, Proposer, Offeror, Respondent, lobbyist or consultant shall subject same to potential penalties pursuant to the City Code. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with the Ethics Commission. Proposers or bidders should reference Section 18-74 of the City of Miami Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review City of Miami Code Section 18-74 for a complete and thorough description of the Cone of Silence. You may contact the City Clerk at 305-250-5360, to obtain a copy of same.

1.21. CONFIDENTIALITY - As a political subdivision, the City of Miami is subject to the Florida Sunshine Act and Public Records Law. If this Contract/Agreement contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.22. CONFLICT OF INTEREST – Bidders/Proposers, by responding to this Formal Solicitation, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of Miami is financially interested, directly or indirectly, in the purchase of goods/services specified in this Formal Solicitation. Any such interests on the part of the Bidder/Proposer or its employees must be disclosed in writing to the City. Further, you must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in your firm.

A. Bidder/Proposer further agrees not to use or attempt to use any knowledge, property or resource which may be within his/her/its trust, or perform his/her/its duties, to secure a special privilege, benefit, or exemption for himself/herself/itself, or others. Bidder/Proposer may not disclose or use information not available to members of the general public and gained by reason of his/her/its position, except for information relating exclusively to governmental practices, for his/her/its personal gain or benefit or for the personal gain or benefit of any other person

or business entity.

B. Bidder/Proposer hereby acknowledges that he/she/it has not contracted or transacted any business with the City or any person or agency acting for the City, and has not appeared in representation of any third party before any board, commission or agency of the City within the past two years. Bidder/Proposer further warrants that he/she/it is not related, specifically the spouse, son, daughter, parent, brother or sister, to: (i) any member of the commission; (ii) the mayor; (iii) any city employee; or (iv) any member of any board or agency of the City.

C. A violation of this section may subject the Bidder/Proposer to immediate termination of any professional services agreement with the City, imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics.

1.23. COPYRIGHT OR PATENT RIGHTS – Bidders/Proposers warrant that there has been no violation of copyright or patent rights in manufacturing, producing, or selling the goods shipped or ordered and/or services provided as a result of this formal solicitation, and bidders/proposers agree to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

1.24. COST INCURRED BY BIDDER/PROPOSER - All expenses involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Bidder(s)/Proposer(s).

1.25. DEBARMENT AND SUSPENSIONS (Sec 18-107)

(a) Authority and requirement to debar and suspend. After reasonable notice to an actual or prospective Contractual Party, and after reasonable opportunity for such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the city attorney, shall have the authority to debar a Contractual Party, for the causes listed below, from consideration for award of city Contracts. The debarment shall be for a period of not fewer than three years. The City Manager shall also have the authority to suspend a Contractual Party from consideration for award of city Contracts if there is probable cause for debarment, pending the debarment determination. The authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the city attorney, and the City Commission.

(b) Causes for debarment or suspension. Causes for debarment or suspension include the following:

- (1)** Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract.
- (2)** Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
- (3)** Conviction under state or federal antitrust statutes arising out of the submission of Bids or Proposals.
- (4)** Violation of Contract provisions, which is regarded by the Chief Procurement Officer to be indicative of nonresponsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Contract or to perform within the time limits provided in a Contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.
- (5)** Debarment or suspension of the Contractual Party by any federal, state or other governmental entity.

- (6) False certification pursuant to paragraph (c) below.
- (7) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which the violation remains noncompliant.
- (8) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.
- (9) Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the Contractual Party performing city Contracts.

(c) Certification. All Contracts for goods and services, sales, and leases by the city shall contain a certification that neither the Contractual Party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(5).

(d) Debarment and suspension decisions. Subject to the provisions of paragraph (a), the City Manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the Contractual Party, along with a notice of said party's right to seek judicial relief.

1.26. DEBARRED/SUSPENDED VENDORS –An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit response on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.27. DEFAULT/FAILURE TO PERFORM - The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder/Proposer to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Bidder/Proposer to meet any terms of this agreement, the City will notify the Bidder/Proposer of the default and will provide the contractor three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the Contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A.** Failure to perform the work or deliver the goods/services required under the Contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.
- B.** Failure to begin the work under this Contract within the time specified.
- C.** Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- D.** Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.
- E.** Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the successful Bidder/Proposer incapable of performing the work in accordance with and as required by the Contract.
- F.** Failure to comply with any of the terms of the Contract in any material respect.

All costs and charges incurred by the City as a result of a default or a default incurred beyond the time limits stated, together with the cost of completing the work, shall be deducted from any monies due or which may become due on this Contract.

1.28. DETERMINATION OF RESPONSIVENESS - Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation. A “responsive” response is one which follows the requirements of the formal solicitation, includes all documentation, is submitted in the format outlined in the formal solicitation, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Response non-responsive.

1.29. DISCOUNTS OFFERED DURING TERM OF CONTRACT - Discount Prices offered in the response shall be fixed after the award by the Commission, unless otherwise specified in the Special Terms and Conditions. Price discounts off the original prices quoted in the response will be accepted from successful Bidder(s)/Proposer(s) during the term of the contract. Such discounts shall remain in effect for a minimum of 120 days from approval by the City Commission. Any discounts offered by a manufacturer to Bidder/Proposer will be passed on to the City.

1.30. DISCREPANCIES, ERRORS, AND OMISSIONS - Any discrepancies, errors, or ambiguities in the Formal Solicitation or addenda (if any) should be reported in writing to the City’s Purchasing Department. Should it be found necessary, a written addendum will be incorporated in the Formal Solicitation and will become part of the purchase agreement (contract documents). The City will not be responsible for any oral instructions, clarifications, or other communications.

A. Order of Precedence – Any inconsistency in this formal solicitation shall be resolved by giving precedence to the following documents, the first of such list being the governing documents.

- 1) Addenda (as applicable)
- 2) Specifications
- 3) Special Conditions
- 4) General Terms and Conditions

1.31. EMERGENCY / DISASTER PERFORMANCE - In the event of a hurricane or other emergency or disaster situation, the successful vendor shall provide the City with the commodities/services defined within the scope of this formal solicitation at the price contained within vendor’s response. Further, successful vendor shall deliver/perform for the city on a priority basis during such times of emergency.

1.32. ENTIRE BID CONTRACT OR AGREEMENT - The Bid Contract or Agreement consists of this City of Miami Formal Solicitation and specifically this General Conditions Section, Contractor’s Response and any written agreement entered into by the City of Miami and Contractor in cases involving RFPs, RFQs, and RFLIs, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the Formal Solicitation and/or Response, the Formal Solicitation and then the Response shall control. This Contract may be modified only by a written agreement signed by the City of Miami and Contractor.

1.33. ESTIMATED QUANTITIES –Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to quantities that will be purchased during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of determining the low bidder or most advantageous proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices bid/proposed or at lower prices in this Formal Solicitation.

1.34. EVALUATION OF RESPONSES

A.Rejection of Responses

The City may reject a Response for any of the following reasons:

- 1) Bidder/Proposer fails to acknowledge receipt of addenda;
- 2) Bidder/Proposer mistates or conceals any material fact in the Response ;
- 3) Response does not conform to the requirements of the Formal Solicitation;
- 4) Response requires a conditional award that conflicts with the method of award;
- 5) Response does not include required samples, certificates, licenses as required; and,
- 6) Response was not executed by the Bidder's/Proposer(s) authorized agent.

The foregoing is not an all inclusive list of reasons for which a Response may be rejected. The City may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

B. Elimination From Consideration

- 1) A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.
- 2) A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.
- 3) A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.

C. Determination of Responsibility

- 1) Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Bidder/Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established entity in line with the best industry practices in the industry as determined by the City.
- 2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder/Proposer, including past performance (experience) with the City or any other governmental entity in making the award.
- 3) The City may require the Bidder(s)/Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

1.35. EXCEPTIONS TO GENERAL AND/OR SPECIAL CONDITIONS OR SPECIFICATIONS -

Exceptions to the specifications shall be listed on the Response and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid (IFB) to be considered non-responsive. It also may be cause for a RFP, RFQ, or RFLI to be considered non-responsive; and, if exceptions are taken to the terms and conditions of the resulting agreement it may lead to terminating negotiations.

1.36. F.O.B. DESTINATION - Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the bidder/proposer must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid/proposal price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for

rejection of bid/proposal.

1.37. FIRM PRICES - The bidder/proposer warrants that prices, terms, and conditions quoted in its response will be firm throughout the duration of the contract unless otherwise specified in the Formal Solicitation. Such prices will remain firm for the period of performance or resulting purchase orders or contracts, which are to be performed or supplied over a period of time.

1.38. FIRST-SOURCE HIRING AGREEMENT (Sec. 18-110)

(a) The Commission approves implementation of the first-source hiring agreement policy and requires as a condition precedent to the execution of service contracts for facilities, services, and/or receipt of grants and loans, for projects of a nature that create new jobs, the successful negotiation of first-source hiring agreements between the organization or individual receiving said contract and the authorized representative unless such an agreement is found infeasible by the city manager and such finding approved by the City Commission at a public hearing.

(b) For the purpose of this section, the following terms, phrases, words and their derivations shall have the following meanings:

Authorized representative means the Private Industry Council of South Florida/South Florida Employment and Training Consortium, or its successor as local recipient of federal and state training and employment funds.

Facilities means all publicly financed projects, including but without limitation, unified development projects, municipal public works, and municipal improvements to the extent they are financed through public money services or the use of publicly owned property.

Grants and loans means, without limitation, urban development action grants (UDAG), economic development agency construction loans, loans from Miami Capital Development, Incorporated, and all federal and state grants administered by the city.

Service contracts means contracts for the procurement of services by the city which include professional services.

Services includes, without limitation, public works improvements, facilities, professional services, commodities, supplies, materials and equipment.

(c) The authorized representative shall negotiate each first-source hiring agreement.

(d) The primary beneficiaries of the first-source hiring agreement shall be participants of the city training and employment programs, and other residents of the city.

1.39. FLORIDA MINIMUM WAGE - The Constitution of the State of Florida, Article X, Section 24, states that employers shall pay employee wages no less than the minimum wage for all hours worked in Florida. Accordingly, it is the contractor's and its' subcontractor(s) responsibility to understand and comply with this Florida constitutional minimum wage requirement and pay its employees the current established hourly minimum wage rate, which is subject to change or adjusted by the rate of inflation using the consumer price index for urban wage earners and clerical workers, CPI-W, or a successor index as calculated by the United States Department of Labor. Each adjusted minimum wage rate calculated shall be determined and published by the Agency Workforce Innovation on September 30th of each year and take effect on the following January 1st.

At the time of responding, it is bidder/proposer and his/her subcontractor(s), if applicable, full responsibility to determine whether any of its employees may be impacted by this Florida Law at any given point in time during the term of the contract. If impacted, bidder/proposer must furnish employee name(s), job title(s), job description(s), and current pay rate(s). Failure to submit this information at the time of submitting a response constitute successful bidder's/proposer's acknowledgement and understanding that the Florida Minimum Wage Law will not impact its prices throughout the term of contract and waiver of any contractual price increase request(s). The City reserves the

right to request and successful bidder/proposer must provide for any and all information to make a wage and contractual price increase(s) determination.

1.40. GOVERNING LAW AND VENUE - The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

1.41. HEADINGS AND TERMS - The headings to the various paragraphs of this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

1.42. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) - Any person or entity that performs or assists the City of Miami with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the City of Miami Privacy Standards. HIPAA mandates for privacy, security and electronic transfer standards, which include but are not limited to:

- A. Use of information only for performing services required by the contract or as required by law;
- B. Use of appropriate safeguards to prevent non-permitted disclosures;
- C. Reporting to the City of Miami of any non-permitted use or disclosure;
- D. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- E. Making Protected Health Information (PHI) available to the customer;
- F. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
- G. Making PHI available to the City of Miami for an accounting of disclosures; and
- H. Making internal practices, books and records related to PHI available to the City of Miami for compliance audits.

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

1.43. INDEMNIFICATION - Contractor shall indemnify , hold harmless and defend the City, its officials, officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract and will indemnify, hold harmless and defend the City, its officials, officers, agents, directors and employees against, any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted work, even if it is alleged that the City, its officials and/or employees were negligent. These indemnifications shall survive the term of this Contract. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of

liability and all suits and actions of every name and description which may be brought against City whether performed by Contractor, or persons employed or utilized by Contractor.

This indemnity will survive the cancellation or expiration of the Contract. This indemnity will be interpreted under the laws of the State of Florida, including without limitation and which conforms to the limitations of §725.06 and/or §725.08, Fla. Statutes, as amended from time to time as applicable.

Contractor shall require all Sub-Contractor agreements to include a provision that they will indemnify the City.

The Contractor agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the City participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the City in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement.

1.44. INFORMATION AND DESCRIPTIVE LITERATURE –Bidders/Proposer must furnish all information requested in the spaces provided in the Formal Solicitation. Further, as may be specified elsewhere, each Bidder/Proposer must submit for evaluation, cuts, sketches, descriptive literature, technical specifications, and Material Safety Data Sheets (MSDS) as required, covering the products offered. Reference to literature submitted with a previous response or on file with the Buyer will not satisfy this provision.

1.45. INSPECTIONS - The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods and/or services required to be provided by the Contractor under this Contract conform to the terms and conditions of the Formal Solicitation. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of Miami Ordinance No. 12271 (Section 18-79), as same may be amended or supplemented from time to time.

1.46. INSPECTION OF RESPONSE - Responses received by the City pursuant to a Formal Solicitation will not be made available until such time as the City provides notice of a decision or intended decision or within 30 days after bid closing, whichever is earlier. Bid/Proposal results will be tabulated and may be furnished upon request via fax or e-mail to the Sr. Procurement Specialist issuing the Solicitation. Tabulations also are available on the City's Web Site following recommendation for award.

1.47. INSURANCE - Within ten (10) days after receipt of Notice of Award, the successful Contractor, shall furnish Evidence of Insurance to the Purchasing Department, if applicable. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the Special Conditions entitled "Insurance Requirements". The City shall be listed as an "Additional Insured."

Issuance of a Purchase Order is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Solicitation the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Solicitation within fifteen (15) calendar days after receipt Notice of Award, the contractor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder/Proposer may be prohibited from submitting future responses to the City. Information regarding any insurance requirements shall be directed to the Risk Administrator, Department of Risk Management, at 444 SW 2nd Avenue, 9th Floor, Miami, Florida 33130, 305-416-1604.

The Bidder/Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in effect for the duration of the contractual period; including any and all option terms that may be

granted to the Bidder/Proposer.

1.48. INVOICES - Invoices shall contain purchase order number and details of goods and/or services delivered (i.e. quantity, unit price, extended price, etc); and in compliance with Chapter 218 of the Florida Statutes (Prompt Payment Act).

1.49. LOCAL PREFERENCE

A. City Code Section 18-85, states, “when a responsive, responsible non-local bidder submits the lowest bid price, and the bid submitted by one or more responsive, responsible local bidders who maintain a local office, as defined in Section 18-73, is within fifteen percent (15%) of the price submitted by the non-local bidder, then that non-local bidder and each of the aforementioned responsive, responsible local bidders shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local bidder. Contract award shall be made to the lowest responsive, responsible bidder submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local bidder and a non-local bidder, contract award shall be made to the local bidder.”

B. City Code Section 18-86, states, “the RFP, RFLI or RFQ, as applicable, may, in the exercise of the reasonable professional discretion of the City Manager, director of the using agency, and the Chief Procurement Officer, include a five (5%) percent evaluation criterion in favor of proposers who maintain a local office, as defined in Section 18-73. In such cases, this five (5%) percent evaluation criterion in favor of proposers who maintain a local office will be specifically defined in the RFP, RFLI or RFQ, as applicable; otherwise, it will not apply.

1.50. MANUFACTURER’S CERTIFICATION - The City reserves the right to request from bidders/proposers a separate Manufacturer’s Certification of all statements made in the bid/proposal. Failure to provide such certification may result in the rejection of bid/proposal or termination of contract/agreement, for which the bidder/proposer must bear full liability.

1.51. MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS - No contract or understanding to modify this Formal Solicitation and resultant purchase orders or contracts, if applicable, shall be binding upon the City unless made in writing by the Director of Purchasing of the City of Miami, Florida through the issuance of a change order, addendum, amendment, or supplement to the contract, purchase order or award sheet as appropriate.

1.52. NO PARTNERSHIP OR JOINT VENTURE - Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Miami and Contractor, or to create any other similar relationship between the parties.

1.53. NONCONFORMANCE TO CONTRACT CONDITIONS - Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other appropriate testing Laboratories as determined by the City. The data derived from any test for compliance with specifications is public record and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at Bidder’s/Proposer’s expense. These non-conforming items not delivered as per delivery date in the response and/or Purchase Order may result in bidder/proposer being found in default in which event any and all re-procurement costs may be charged against the defaulted contractor. Any violation of these stipulations may also result in the supplier’s name being removed from the City of Miami’s Supplier’s list.

1.54. NONDISCRIMINATION –Bidder/Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this formal solicitation. Furthermore, Bidder/Proposer agrees that no otherwise qualified individual shall solely by reason of

his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

In connection with the conduct of its business, including performance of services and employment of personnel, Bidder/Proposer shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

1.55. NON-EXCLUSIVE CONTRACT/ PIGGYBACK PROVISION - At such times as may serve its best interest, the City of Miami reserves the right to advertise for, receive, and award additional contracts for these herein goods and/or services, and to make use of other competitively bid (governmental) contracts, agreements, or other similar sources for the purchase of these goods and/or services as may be available.

It is hereby agreed and understood that this formal solicitation does not constitute the exclusive rights of the successful bidder(s)/proposer(s) to receive all orders that may be generated by the City in conjunction with this Formal Solicitation.

In addition, any and all commodities, equipment, and services required by the City in conjunction with construction projects are solicited under a distinctly different solicitation process and shall not be purchased under the terms, conditions and awards rendered under this solicitation, unless such purchases are determined to be in the best interest of the City.

1.56. OCCUPATIONAL LICENSE - Any person, firm, corporation or joint venture, with a business location in the City of Miami and is submitting a Response under this Formal Solicitation shall meet the City's Occupational License Tax requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Others with a location outside the City of Miami shall meet their local Occupational License Tax requirements. A copy of the license must be submitted with the response; however, the City may at its sole option and in its best interest allow the Bidder/Proposer to supply the license to the City during the evaluation period, but prior to award.

1.57. ONE PROPOSAL - Only one (1) Response from an individual, firm, partnership, corporation or joint venture will be considered in response to this Formal Solicitation. When submitting an alternate response, please refer to the herein condition for "Alternate Responses May Be Considered".

1.58. OWNERSHIP OF DOCUMENTS - It is understood by and between the parties that any documents, records, files, or any other matter whatsoever which is given by the City to the successful Bidder/Proposer pursuant to this formal solicitation shall at all times remain the property of the City and shall not be used by the Bidder/Proposer for any other purposes whatsoever without the written consent of the City.

1.59. PARTIAL INVALIDITY - If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

1.60. PERFORMANCE/PAYMENT BOND –A Contractor may be required to furnish a Performance/Payment Bond as part of the requirements of this Contract, in an amount equal to one hundred percent (100%) of the contract price.

1.61. PREPARATION OF RESPONSES (HARDCOPY FORMAT) –Bidders/Proposers are expected to examine the specifications, required delivery, drawings, and all special and general conditions. All bid/proposed amounts, if required, shall be either typewritten or entered into the space provided with ink. Failure to do so will be at the Bidder's/Proposer's risk.

A. Each Bidder/Proposer shall furnish the information required in the Formal Solicitation. The Bidder/Proposer shall sign the Response and print in ink or type the name of the Bidder/Proposer, address, and telephone number on the face page and on each continuation sheet thereof on which he/she makes an entry, as required.

B. If so required, the unit price for each unit offered shall be shown, and such price shall include packaging, handling and shipping, and F.O.B. Miami delivery inside City premises unless otherwise specified. Bidder/Proposer shall include in the response all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid by the Bidder/Proposer to its employees. If applicable, a unit price shall be entered in the "Unit Price" column for each item. Based upon estimated quantity, an extended price shall be entered in the "Extended Price" column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will be presumed correct.

C. The Bidder/Proposer must state a definite time, if required, in calendar days for delivery of goods and/or services.

D. The Bidder/Proposer should retain a copy of all response documents for future reference.

E. All responses, as described, must be fully completed and typed or printed in ink and must be signed in ink with the firm's name and by an officer or employee having authority to bind the company or firm by his/her signature. Bids/Proposals having any erasures or corrections must be initialed in ink by person signing the response or the response may be rejected.

F. Responses are to remain valid for at least 180 days. Upon award of a contract, the content of the Successful Bidder's/Proposer's response may be included as part of the contract, at the City's discretion.

G. The City of Miami's Response Forms shall be used when Bidder/Proposer is submitting its response in hardcopy format. Use of any other forms will result in the rejection of the response. **IF SUBMITTING HARDCOPY FORMAT, THE ORIGINAL AND THREE (3) COPIES OF THESE SETS OF FORMS, UNLESS OTHERWISE SPECIFIED, AND ANY REQUIRED ATTACHMENTS MUST BE RETURNED TO THE CITY OR YOUR RESPONSE MAY BE DEEMED NON-RESPONSIVE.**

1.62. PRICE ADJUSTMENTS – Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the City of Miami.

1.63. PRODUCT SUBSTITUTES - In the event a particular awarded and approved manufacturer's product becomes unavailable during the term of the Contract, the Contractor awarded that item may arrange with the City's authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery and that the new product meets or exceeds all quality requirements.

1.64. CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS - Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Contract.

1.65. PROMPT PAYMENT –Bidders/Proposers may offer a cash discount for prompt payment; however, discounts shall not be considered in determining the lowest net cost for response evaluation purposes.

Bidders/Proposers are required to provide their prompt payment terms in the space provided on the Formal Solicitation. If no prompt payment discount is being offered, the Bidder/Proposer must enter zero (0) for the percentage discount to indicate no discount. If the Bidder/Proposer fails to enter a percentage, it is understood and agreed that the terms shall be 2% 20 days, effective after receipt of invoice or final acceptance by the City,

whichever is later.

When the City is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

Price discounts off the original prices quoted on the Price Sheet will be accepted from successful bidders/proposers during the term of the contract.

1.66. PROPERTY - Property owned by the City of Miami is the responsibility of the City of Miami. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Miami. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City of Miami shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property, if any.

1.67. PROVISIONS BINDING - Except as otherwise expressly provided in the resulting Contract, all covenants, conditions and provisions of the resulting Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

1.68. PUBLIC ENTITY CRIMES - 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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses 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 for a period of 36 months from the date of being placed on the convicted vendor list.

1.69. PUBLIC RECORDS - Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and City of Miami Code, Section 18, Article III, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor's failure or refusal to comply with the provision of this section shall result in the immediate cancellation of this Contract by the City.

1.70. QUALITY OF GOODS, MATERIALS, SUPPLIES, PRODUCTS, AND EQUIPMENT - All materials used in the manufacturing or construction of supplies, materials, or equipment covered by this solicitation shall be new. The items bid/proposed must be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in this Solicitation.

1.71. QUALITY OF WORK/SERVICES - The work/services performed must be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this Solicitation.

1.72. REMEDIES PRIOR TO AWARD (Sec. 18-106) - If prior to Contract award it is determined that a formal solicitation or proposed award is in violation of law, then the solicitation or proposed award shall be cancelled by the City Commission, the City Manager or the Chief Procurement Officer, as may be applicable, or revised to comply with the law.

1.73. RESOLUTION OF CONTRACT DISPUTES (Sec. 18-105)

(a) Authority to resolve Contract disputes. The City Manager, after obtaining the approval of the city attorney, shall have the authority to resolve controversies between the Contractual Party and the city which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than \$25,000, the City Commission must approve the City Manager's decision. Such authority extends, without limitation, to controversies based upon breach of Contract, mistake, misrepresentation or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the City Manager.

(b) Contract dispute decisions. If a dispute is not resolved by mutual consent, the City Manager shall promptly render a written report stating the reasons for the action taken by the City Commission or the City Manager which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this section.

1.74. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (Sec. 18-104)

(a) Right to protest. The following procedures shall be used for resolution of protested solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed \$25,000.

Protests thereon shall be governed by the Administrative Policies and Procedures of Purchasing.

1. Protest of Solicitation.

i. Any prospective proposer who perceives itself aggrieved in connection with the solicitation of a Contract may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within three days after the Request for Proposals, Request for Qualifications or Request for Letters of Interest is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer; or

ii. Any prospective bidder who intends to contest the Solicitation Specifications or a solicitation may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within three days after the solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.

2. Protest of Award.

i. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the proposer of the notice of the City Manager's recommendation for award of Contract, which will be posted on the City of Miami Purchasing Department website, in the Supplier Corner, Current Solicitations and Notice of Recommendation of Award Section. The notice of the City Manager's recommendation can be found by selecting the details of the solicitation and is listed as Recommendation of Award Posting Date and Recommendation of Award To fields. If "various" is indicated in the Recommendation of Award To field, the Bidder/Proposer must contact the buyer for that solicitation to obtain the suppliers name. It shall be the responsibility of the Bidder/Proposer to check this section of the website daily after responses are submitted to receive the notice; or

ii. Any actual Responsive and Responsible Bidder whose Bid is lower than that of the recommended bidder may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the bidder of the notice of the city's determination of non responsiveness or non responsibility. The receipt by bidder of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when

received by the Chief Procurement Officer.

iii. A written protest based on any of the foregoing must be submitted to the Chief Procurement Officer within five (5) days after the date the notice of protest was filed. A written protest is considered filed when received by the Chief Procurement Officer.

The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence and shall be accompanied by the required Filing Fee as provided in subsection (f). This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the Chief Procurement Officer at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

(b) Authority to resolve protests. The Chief Procurement Officer shall have the authority, subject to the approval of the City Manager and the city attorney, to settle and resolve any written protest. The Chief Procurement Officer shall obtain the requisite approvals and communicate said decision to the protesting party and shall submit said decision to the City Commission within 30 days after he/she receives the protest. In cases involving more than \$25,000, the decision of the Chief Procurement Officer shall be submitted for approval or disapproval thereof to the City Commission after a favorable recommendation by the city attorney and the City Manager.

(c) Compliance with filing requirements. Failure of a party to timely file either the notice of intent to file a protest or the written protest, together with the required Filing Fee as provided in subsection (f), with the Chief Procurement Officer within the time provided in subsection (a), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section

(d) Stay of Procurements during protests. Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the Contract until the protest is resolved by the Chief Procurement Officer or the City Commission as provided in subsection (b) above, unless the City Manager makes a written determination that the solicitation process or the Contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

(e) Costs. All costs accruing from a protest shall be assumed by the protestor.

(f) Filing Fee. The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the Bid or proposed Contract, or \$5000.00, whichever is less, which filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Chief Procurement Officer and/or the City Commission, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under subsection (e) above. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings as prescribed by subsection (e) above.

1.75. SAMPLES - Samples of items, when required, must be submitted within the time specified at no expense to

the City. If not destroyed by testing, bidder(s)/proposer(s) will be notified to remove samples, at their expense, within 30 days after notification. Failure to remove the samples will result in the samples becoming the property of the City.

1.76. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES - Contractor shall not sell, assign, transfer or subcontract at any time during the term of the Contract, or any part of its operations, or assign any portion of the performance required by this contract, except under and by virtue of written permission granted by the City through the proper officials, which may be withheld or conditioned, in the City's sole discretion.

1.77. SERVICE AND WARRANTY –When specified, the bidder/proposer shall define all warranty, service and replacements that will be provided. Bidders/Proposer must explain on the Response to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with your response.

1.78. SILENCE OF SPECIFICATIONS - The apparent silence of these specifications and any supplemental specification as to any detail or the omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship and services is to be first quality.

All interpretations of these specifications shall be made upon the basis of this statement.

If your firm has a current contract with the State of Florida, Department of General Services, to supply the items on this solicitation, the bidder/proposer shall quote not more than the contract price; failure to comply with this request will result in disqualification of bid/proposal.

1.79. SUBMISSION AND RECEIPT OF RESPONSES - Responses shall be submitted electronically via the Oracle System or responses may be submitted in hardcopy format to the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133-5504, at or before, the specified closing date and time as designated in the IFB, RFP, RFQ, or RFLI. NO EXCEPTIONS. Bidders/Proposers are welcome to attend the solicitation closing; however, no award will be made at that time.

A. Hardcopy responses shall be enclosed in a sealed envelope, box package. The face of the envelope, box or package must show the hour and date specified for receipt of responses, the solicitation number and title, and the name and return address of the Bidder/Proposer. Hardcopy responses not submitted on the requisite Response Forms may be rejected. Hardcopy responses received at any other location than the specified shall be deemed non-responsive.

Directions to City Hall:

FROM THE NORTH: I-95 SOUTH UNTIL IT TURNS INTO US1. US1 SOUTH TO 27TH AVE., TURN LEFT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.
FROM THE SOUTH: US1 NORTH TO 27TH AVENUE, TURN RIGHT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

B. Facsimile responses will not be considered.

C. Failure to follow these procedures is cause for rejection of bid/proposal.

D. The responsibility for obtaining and submitting a response on or before the close date is solely and strictly the responsibility of Bidder/Proposer. The City of Miami is not responsible for delays caused by the United States mail

delivery or caused by any other occurrence. Responses received after the solicitation closing date and time will be returned unopened, and will not be considered for award.

E. Late responses will be rejected.

F. All responses are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

G. Modification of responses already submitted will be considered only if received at the City before the time and date set for closing of solicitation responses. All modifications must be submitted via the Oracle System or in writing. Once a solicitation closes (closed date and/or time expires), the City will not consider any subsequent submission which alters the responses.

H. If hardcopy responses are submitted at the same time for different solicitations, each response must be placed in a separate envelope, box, or package and each envelope, box or package must contain the information previously stated in 1.82.A.

1.80. TAXES - The City of Miami is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Bidders/Proposers should be aware of the fact that all materials and supplies which are purchased by the Bidder/Proposer for the completion of the contract is subject to the Florida State Sales Tax in accordance with Section 212.08, Florida Statutes, as amended and all amendments thereto and shall be paid solely by the Bidder/Proposer.

1.81. TERMINATION –The City Manager on behalf of the City of Miami reserves the right to terminate this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

A. The contractor is determined by the City to be in breach of any of the terms and conditions of the contract.

B. The City has determined that such termination will be in the best interest of the City to terminate the contract for its own convenience;

C. Funds are not available to cover the cost of the goods and/or services. The City's obligation is contingent upon the availability of appropriate funds.

1.82. TERMS OF PAYMENT - Payment will be made by the City after the goods and/or services awarded to a Bidder/Proposer have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. No advance payments of any kind will be made by the City of Miami.

Payment shall be made after delivery, within 45 days of receipt of an invoice and authorized inspection and acceptance of the goods/services and pursuant to Section 218.74, Florida Statutes and other applicable law.

1.83. TIMELY DELIVERY - Time will be of the essence for any orders placed as a result of this solicitation. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on their Response. Deliveries are to be made during regular City business hours unless otherwise specified in the Special Conditions.

1.84. TITLE - Title to the goods or equipment shall not pass to the City until after the City has accepted the goods/equipment or used the goods, whichever comes first.

1.85. TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE- All Responses submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for

“trade secrets.”

If the Response contains information that constitutes a “trade secret”, all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as “TRADE SECRETS EXCEPTION,” with your firm’s name and the Solicitation number and title marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person. By your designation of material in your Response as a “trade secret” you agree to indemnify and hold harmless the City for any award to a plaintiff for damages, costs or attorney’s fees and for costs and attorney’s fees incurred by the City by reason of any legal action challenging your claim.

1.86. UNAUTHORIZED WORK OR DELIVERY OF GOODS- Neither the qualified Bidder(s)/Proposer(s) nor any of his/her employees shall perform any work or deliver any goods unless a change order or purchase order is issued and received by the Contractor. The qualified Bidder(s)/Proposer(s) shall not be paid for any work performed or goods delivered outside the scope of the contract or any work performed by an employee not otherwise previously authorized.

1.87. USE OF NAME - The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this Solicitation are to be mentioned, or imply the name of the City, without prior express written permission of the City Manager or the City Commission.

1.88. VARIATIONS OF SPECIFICATIONS - For purposes of solicitation evaluation, bidders/proposers must indicate any variances from the solicitation specifications and/or conditions, no matter how slight. If variations are not stated on their Response, it will be assumed that the product fully complies with the City’s specifications.

2. Special Conditions

2.1. PURPOSE

The purpose of this Solicitation is to establish a contract, for security guard services citywide, as specified herein, from a source(s) of supply that will give prompt and efficient service fully compliant with the terms, conditions and stipulations of the solicitation.

2.2. DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION

Any questions or clarifications concerning this solicitation shall be submitted by email or facsimile to the Purchasing Department, Attn: Pablo Velez; fax: (305) 400-5340 or email: pvelez@miamigov.com. The solicitation title and number shall be referenced on all correspondence. All questions must be received no later than Friday, May 25th, 2012 at 11:00 AM. All responses to questions will be sent to all prospective bidders/proposers in the form on an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

2.3. TERM OF CONTRACT

The proposer(s) qualified to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute a contract ("Contract") with the City, which shall include, but not be limited to, the following terms:

- (1) The term of the Contract(s) shall be for three (3) years with an option to renew for three (3) additional one (1) year periods.
- (2) The City shall have the option to extend or terminate the Contract.

Continuation of the contract beyond the initial period is a City prerogative; not a right of the bidder/proposer. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

2.4. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

- (1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.
- (2) Availability of funds

2.5. NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to Contractor or his assignee of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular or any project(s) will be awarded to any firm(s).

2.6. MINIMUM QUALIFICATION REQUIREMENTS

In order to maintain the City's properties at a high level, the City is seeking qualified respondents who have experience and are regularly engaged in the business of providing security guard services as described herein. The respondent's minimum requirements shall include, but are not be limited to, the following:

A. Possession of a minimum of three (3) years as an established Security Guard Services business per active status with the Florida Department of State Division of Corporations. As proof of compliance with this requirement, a minimum of three (3) Client References shall be provided with the response submittal -- as required in the Attributes portion of the Header section of this RFP.

Additionally, copies of executed contracts or agreements, copies of purchase orders (P.O.'s), or letters from said clients of the prospective respondent on the client's letterhead, wherein it is reflected that the respondent has successfully performed security guard services within the last three (3) years as specified herein, shall be provided with the response submittal as well. At a minimum, these documents must clearly state the following:

- 1) the type of service the company was contracted to provide; and,
- 2) the period of time for which the company worked for said clients. (Please note that it is very important that these documents -- contracts, agreements, P.O.'s, letters, etc. -- include the start and end dates of the services provided.

The City reserves the right to verify and/or visit these Client References as part of the evaluation and shall use the same as a disqualifier concerning the work to be performed under this Request for Proposal (RFP) should the Client References reveal poor performance.

B. Possession and provision with the proposal submittal of proof of the following professional licenses:

- 1) a "B" State License which is needed to own/operate a security guard services company;
- 2) an "MB" State License needed by at least one (1) person on staff (a Managerial License);
- 3) a Miami-Dade County Occupational License needed to conduct business in the county area; and,
- 4) if applicable, a City of Miami License needed if the business is located within the boundaries of the City of Miami.

C. Receipt of Past Performance Evaluation Questionnaires from each of the three (3) Client References identified in the Attributes as per the Submission Requirements section herein this RFP.

D. Submittal of the Bid Bond/Surety Bond as per the Bid Bond/Surety Bond section herein this RFP.

E. Affirmation of never having filed for bankruptcy, possession of sound financial condition, of having no record of pending lawsuits or criminal activities, and of having no conflicts of interest which may be of embarrassment to the City.

F. Respondent further acknowledges that a proposal submittal shall not be provided if the contractor has any members, officers, or stockholders in arrears or in default of any debt or contract involving the City, is a defaulter or surety otherwise upon any obligation to the City, and/or has failed to perform faithfully any previous contract with the City.

2.7. CONTRACT EXECUTION

The Selected Proposer(s) evaluated and ranked in accordance with the requirements of this Solicitation, shall be awarded an opportunity to negotiate a contract ("Contract") with the City in substantially the attached form labeled "Attachment C - Professional Services Agreement" and available via the Header section to this RFP. The City

reserves the right to execute or not execute, as applicable, a Contract with the Selected Proposer(s) that is determined to be most advantageous and in the City's best interest. Such Contract shall be furnished by the City, shall contain certain terms as are in the City's best interests, and shall be subject to approval as to legal form by the City Attorney.

2.8. FAILURE TO PERFORM

Should it not be possible to reach the contractor or supervisor and/or should remedial action not be taken within 48 hours of any failure to perform according to specifications, the City reserves the right to declare Contractor in default of the contract or make appropriate reductions in the contract payment.

2.9. INSURANCE REQUIREMENTS

INDEMNIFICATION

Successful Respondent shall pay on behalf of, indemnify and save City and its officials harmless, from and against any and all claims, liabilities, losses, and causes of action, which may arise out of Successful Respondent's performance under the provisions of the contract, including all acts or omissions to act on the part of Successful Respondent, including any person performing under this Contract for or on Successful Respondent's behalf, provided that any such claims, liabilities, losses and causes of such action are not attributable to the negligence or misconduct of the City and, from and against any orders, judgments or decrees which may be entered and which may result from this Contract, unless attributable to the negligence or misconduct of the City, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim, or the investigation thereof.

The Successful Respondent shall furnish to City of Miami, c/o Purchasing Department, 444 SW 2nd Avenue, 6th Floor, Miami, Florida 33130, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

I. Commercial General Liability (Primary & Non Contributory)

- A. Limits of Liability
 - Bodily Injury and Property Damage Liability
 - Each Occurrence \$1,000,000
 - General Aggregate Limit \$2,000,000
 - Products/Completed Operations \$1,000,000
 - Personal and Advertising Injury \$1,000,000
- B. Endorsements Required
 - City of Miami listed as an additional insured
 - CG 2274/10/01-Contractual liability for false arrest,
 - Detention and Imprisonment
 - Contingent Liability
 - Premises & Operations Liability

II. Business Automobile Liability

- A. Limits of Liability
 - Bodily Injury and Property Damage Liability
 - Combined Single Limit
 - Any Auto/Owned Autos/Scheduled
 - Including Hired, Borrowed or Non-Owned Autos
 - Any One Accident \$1,000,000
- B. Endorsements Required
 - City of Miami listed as an additional insured

III. Worker's Compensation

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

Employer's Liability

- A. Limits of Liability
 - \$500,000 for bodily injury caused by an accident, each accident.
 - \$500,000 for bodily injury caused by disease, each employee
 - \$500,000 for bodily injury caused by disease, policy limit

IV. Umbrella Liability (Excess Follow Form)

Limits of Liability

Each Occurrence	\$2,000,000
Aggregate Limit	\$2,000,000

City of Miami listed as an additional insured

V. Professional Liability/Error's & Omissions Coverage

- A. Limits of Liability
 - Bodily Injury and Property Damage Liability
 - Each Claim \$1,000,000
 - Aggregate Limit \$1,000,000
- Retro Date included

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than “A-” as to management, and no less than “Class V” as to Financial Strength, by the latest edition of Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: CITY BID NUMBER AND/OR TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

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

--If insurance certificates are scheduled to expire during the contractual period, the Successful Respondent shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (10) calendar days in advance of such expiration.

--In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall:

(4) Suspend the contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the Request for Proposal (RFP).

(5) The City may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Successful Respondent in conjunction with the General and Special Terms and Conditions of the RFP

The Successful Respondent shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Respondent.

2.10. PRE-BID/PRE-PROPOSAL CONFERENCE

None

2.11. CONTRACT ADMINISTRATOR

Upon award, contractor shall report and work directly with Major Jorge Gomez, who shall be designated as the Contract Administrator.

2.12. SUBCONTRACTOR(S) OR SUBCONSULTANT(S)

A Sub-Consultant, herein known as Sub-Contractor(s) is an individual or firm contracted by the Proposer or Proposer’s firm to assist in the performance of services required under this Solicitation. A Sub-Contractor shall be paid through Proposer or Proposer’s firm and not paid directly by the City. Sub-Contractors are allowed by the City in the performance of the services delineated within this Solicitation. Proposer must clearly reflect in its Proposal the major Sub-Contractors to be utilized in the performance of required services. The City retains the right to accept or

reject any Sub-Contractors proposed in the response of Successful Proposer or prior to contract execution. Any and all liabilities regarding the use of a Sub-Contractor shall be borne solely by the Successful Proposer and insurance for each Sub-Contractors must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither Successful Proposer nor any of its Sub-Contractors are considered to be employees or agents of the City. Failure to list all Sub-Contractors and provide the required information may disqualify any proposed Sub-Contractors from performing work under this Solicitation.

Proposers shall include in their Responses the requested Sub-Contractor information and include all relevant information required of the Proposer. In addition, within five (5) working days after the identification of the award to the Successful Proposer, the Successful Proposer shall provide a list confirming the Sub-Contractors that the Successful Proposer intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, location of the place of business for each Sub-Contractor, the services Sub-Contractor will provide relative to any contract that may result from this Solicitation, any applicable licenses, references, ownership, and other information required of Proposer.

2.13. BID BOND/SURETY BOND

All responses shall be accompanied by a Certified Check (Money Order), Cashier's Check or Surety Bond in the amount of \$5,000.00 payable to the City of Miami and conditioned upon the Successful Respondent submitting the specified Performance Bond within fifteen (15) days following award by the City Commission, in the form and manner required by the City. In case of failure or refusal to do so within the time stated, the security submitted with the bid will be forfeited as liquidated damages because of such failure or default.

If submitting the bid electronically, the original Bid Bond/Surety Bond shall be submitted to the Purchasing Department located at 444 S.W. 2nd Avenue, Miami, Florida 33130 to the attention of Pablo Velez, and received prior to the scheduled closing date for this Request for Proposals.

2.14. PERFORMANCE BOND

The Successful Respondent shall be required to submit a \$250,000.00 Performance Bond. The Performance Bond can be in the form of a Cashier's Check, made payable to the City of Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written by a bank located in Miami-Dade County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City of Miami. The City, to draw on same, would merely have to give written notice to the bank with a copy to the Successful Respondent.

2.15. DAMAGES TO PUBLIC/PRIVATE PROPERTY

The contractor shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the contractor, at his/her expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed one month from date damage was done).

2.16. REFERENCES

Respondent shall submit the required information for three (3) Client References as outlined in the Attributes portion of the Header section of this RFP. Additionally, the supporting documentation referenced in the Minimum Qualification Requirements section of this RFP shall be included as part of Respondent's proposal submittal. The Past Performance Evaluation Questionnaire attached to the Header section of this RFP shall be required from each of these same three (3) Client References identified in the abovementioned Attributes -- **NO PROPOSAL SUBMITTAL SHALL BE CONSIDERED WITHOUT THIS INFORMATION.**

2.17. SAFETY MEASURES

Contractor shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by his/her operation and work in progress must be posted.

All employees of contractor shall be expected to wear safety glasses or goggles, appropriate clothing, and hearing protection when and wherever applicable. The contractor shall use only equipment that is fully operational and in safe operating order. Contractor shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity - work shall cease until it is safe to proceed.

2.18. TERMINATION

A. FOR DEFAULT

If Contractor defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Miami. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Miami.

B. FOR CONVENIENCE

The City Manager may terminate this Contract, in whole or in part, upon 30 days prior written notice when it is in the best interests of the City of Miami. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Miami the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Miami shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

2.19. PRIMARY CLIENT (FIRST PRIORITY)

The successful bidder(s)/proposer(s) agree upon award of this contract that the City of Miami shall be its primary client and shall be serviced first during a schedule conflict arising between this contract and any other contract successful bidder(s)/proposer(s) may have with any other cities and/or counties to perform similar services as a result of any catastrophic events such as tornadoes, hurricanes, severe storms or any other public emergency impacting various areas during or approximately the same time.

2.20. CHANGES/ALTERATIONS

Proposer may change or withdraw a Proposal at any time **prior to** Proposal submission deadline; however, no oral modifications will be allowed. Written modifications shall not be allowed following the proposal deadline.

2.21. RETENTION OF QUALIFIED WORKERS

The Contractor shall in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which the employees are qualified. The Contractor shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. All employees hired by the Contractor who were employed under the predecessor contract shall be retained for a minimum ninety (90) day transition period during which the Contractor shall refrain from discharging without cause any employee retained pursuant to this subsection.

2.22. CITY OF MIAMI LIVING WAGE - NOT APPLICABLE

On October 22, 2009, the Miami City Commission enacted an emergency ordinance (Ordinance No. 13110) eliminating the applicability of the Living Wage for future service related contracts, such as security guard services, due to the adverse economic challenges the City is experiencing. As such, the City of Miami Living Wage is not applicable to this service contract.

2.23. PRICE PROPOSAL

Contractor shall include with the response submittal a completed copy of the **Attachment "A" Price Proposal** provided herein the Header section of this RFP.

The multiplication of each Level's "Base Hourly Rate", the Contractor's Proposed "Marginal Mark-up Multiplier" for that Level, and the aforementioned "Total Estimated Hours" for the same provides the calculation for that Level's "Adjusted Hourly Rate". The sum of the "Adjusted Hourly Rates" for all three (3) Levels provides the calculation for the "Total Adjusted Hourly Rate" and ultimately constitutes the Contractor's Price Proposal.

Additionally, the City reserves the right to add or delete any service, at any time. Should the City determine to add an additional service for which pricing was not previously secured, the City shall seek from the Successful Proposer a reasonable cost(s) for the same. Should the City determine the pricing unreasonable, the City reserves the right to negotiate cost(s) or seek another vendor for the provision of said service(s).

THE U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION'S WAGE DETERMINATION 2005-2119, AS REVISED JUNE 13TH, 2011, PROVIDES A BASE HOURLY RATE OF \$10.61 FOR OCCUPATION CODE 27101, TITLE GUARD I. THIS BASE HOURLY RATE OF \$10.61 SHALL BE THE MINIMUM ACCEPTABLE RATE FOR ALL THREE (3) SECURITY GUARD LEVELS. PLEASE NOTE THAT SUBMITTAL OF A LESSER BASE HOURLY RATE FOR ANY OF THE THREE (3) SECURITY GUARD LEVELS SHALL DEEM THE PROPOSAL NONRESPONSIVE.

PLEASE NOTE THAT FAILURE TO SUBMIT THE ATTACHMENT "A" PRICE PROPOSAL,

INCLUSIVE OF THE INFORMATION REQUESTED HEREIN THIS RFP, AS REQUIRED, IN A PROPERLY LABELED, SEPARATE SEALED ENVELOPE SHALL DISQUALIFY THE PROPOSER FROM CONSIDERATION.

2.24. BASE HOURLY RATE

Proposer shall proffer proposed "Base Hourly Rates" for all three (3) Security Guard Levels. The "Base Hourly Rate" is the minimum rate of pay for each of the three (3) Levels of Security Guards under work assignment to the City. The Successful Proposer shall make available to all Security Guards under work assignment to the City, a copy of the "Base Hourly Rate" schedule.

THE U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION'S WAGE DETERMINATION 2005-2119, AS REVISED JUNE 13TH, 2011, PROVIDES A BASE HOURLY RATE OF \$10.61 FOR OCCUPATION CODE 27101, TITLE GUARD I. THIS BASE HOURLY RATE OF \$10.61 SHALL BE THE MINIMUM ACCEPTABLE RATE FOR ALL THREE (3) SECURITY GUARD LEVELS. PLEASE NOTE THAT SUBMITTAL OF A LESSER BASE HOURLY RATE FOR ANY OF THE THREE (3) SECURITY GUARD LEVELS SHALL DEEM THE PROPOSAL NONRESPONSIVE.

The City reserves the right to adjust this "Base Hourly Rate" pursuant with the U.S. Department of Labor Employment Standards Administration Wage and Hour Division's Wage Determinations and/or City Ordinances. The City reserves the right to audit the payroll, during the contract period to insure contract compliance with these requirements.

2.25. MARGINAL MARK-UP MULTIPLIER

The "Marginal Mark-Up Multiplier" provided by the Proposer in the **Attachment "A" Price Proposal** herein the Header section of this RFP shall be all inclusive of full compensation for labor; equipment use; travel time; toll fees; FICA, FUTA and SUTA Taxes; Medicare; Workmen's Compensation; Liability Insurance; Overhead; Profit, and any and all other costs to the Proposer.

2.26. TOTAL ESTIMATED HOURS

The "Total Estimated Hours" for each of the three (3) Security Guard Levels provided in the **Attachment "A" Price Proposal** herein the Header Section of this RFP is based on a three (3) year usage analysis.

2.27. ADJUSTED HOURLY RATE

The "Adjusted Hourly Rate" provided in the **Attachment "A" Price Proposal** herein the Header section to this RFP shall include full compensation for labor, equipment use, travel time, and any and all other costs to the Contractor. This rate shall be at a straight time for all labor, except as otherwise may be noted herein.

2.28. EVALUATION/SELECTION PROCESS AND CONTRACT AWARD

The procedure for response evaluation, selection and award is as follows:

- (1) Solicitation issued.
- (2) Receipt of responses -- response submittals shall be inclusive of a Technical Proposal and a Price Proposal each of which shall be in properly labeled, separately sealed envelopes.
- (3) Opening and listing of all responses received.
- (4) Purchasing staff will review each submission for compliance with the submission requirements of the Solicitation, including verifying that each submission includes all documents required. The Purchasing staff will open, review, and evaluate the Price Proposals and assign points based on the price Evaluation Criteria identified herein RFP.
- (5) An Evaluation Committee, appointed by the City Manager, comprised of appropriate City Staff and members of the community, as deemed necessary, with the appropriate technical expertise and/or knowledge, shall meet to evaluate each response -- specifically, the Technical Proposal -- in accordance with the requirements of this Solicitation and based upon the Evaluation Criteria as specified herein. At said meeting and immediately thereafter the evaluation of each response, the Purchasing staff shall provide the Evaluation Committee with the points that were assigned to each of the Price Proposals for inclusion of the same as part of the total score and rank each Proposer will receive from the Evaluation Committee.
- (6) The Evaluation Committee reserves the right, in its sole discretion, to request Proposers to make oral presentations before the Committee as part of the evaluation process. The presentation may be scheduled at the convenience of the Evaluation Committee and shall be recorded.
- (7) The Evaluation Committee reserves the right to rank the Proposals and shall submit its recommendation to the City Manager for acceptance. If the City Manager accepts the Committee's recommendation, the City Manager's recommendation for award of contract will be posted on the City of Miami Purchasing Department website, in the Supplier Corner, Current Solicitations and Notice of Recommendation of Award Section. The notice of the City Manager's recommendation can be found by selecting the details of the solicitation and is listed as Recommendation of Award Posting Date and Recommendation of Award To fields. If "various" is indicated in the Recommendation of Award To field, the Bidder/Proposer must contact the buyer for that solicitation to obtain the suppliers name. The City Manager shall make his recommendation to the City Commission requesting the authorization to negotiate and/or execute an agreement with the recommended Proposer(s). No Proposer(s) shall have any rights against the City arising from such negotiations or termination thereof.
- (8) The City Manager reserves the right to reject the Committee's recommendation, and instruct the Committee to re-evaluate and make another recommendation, reject all proposals, or recommend that the City Commission reject all proposals.
- (9) The City Commission shall consider the City Manager's and Evaluation Committees' recommendation(s) and, if appropriate and required, approve the City Manager's recommendation(s). The City Commission may also reject any or all response.
- (10) If the City Commission approves the recommendations, the City will enter into negotiations with the selected Proposer(s) for a contract for the required services. Such negotiations may result in contracts, as deemed appropriate by the City Manager.
- (11) The City Commission shall review and approve the negotiated Contract with the selected Proposer(s).

2.29. PERSONNEL

Contractor shall be deemed to represent that it has, or will have upon the award of the Contract, all necessary personnel required to perform all services arising from the award of the Contract. All personnel employed shall be

employees of the Contractor.

All the services required herein shall be performed by the Contractor, and all personnel engaged in performing the services shall be trained and fully qualified to perform such services. The City requires the Contractor to provide Guards who speak English, and when necessary, Guards with the additional ability to speak a language(s) other than English.

The Contractor shall be required, when asked by the Contract Administrator, to submit a schedule of employees with their respective assignments. Each employee and/or agent of the Contractor shall be required to log-in and log-out on a daily basis while assigned to any City facility. The Contractor shall be held accountable for personnel attendance via this log. The Contract Administrator, or his/her authorized representative, may require that each Guard assigned to a specific location(s) maintain a log of all activities while on duty at that location, and Contractor shall be required to adhere to all requests for the same.

Any assigned Guard(s) to a City facility found not adhering to specific job assignments at a facility as designated by the Contract Administrator or his/her Site Designee, is subject to termination from said work performed under this contract. Should this occur, Contractor shall be required to find an acceptable replacement Guard for that location within twenty-four (24) hours. In addition, any theft by the Contractor's employee(s) or any damages caused by the same, shall be paid to the City as compensation for any such costs.

All personnel of the Contractor shall be covered by Workmen's Compensation, unemployment compensation and liability insurance, a copy of which shall be provided to the City. Contractor shall be deemed to represent that it has, or will have upon the award of the Contract, all necessary qualified personnel required to perform all services arising from the award of the Contract.

2.30. ADDITIONS/DELETIONS OF FACILITIES/ITEMS/SERVICES

Although this solicitation identifies specific facilities/items/services for address, it is hereby agreed and understood that any facility/item/service may be added/deleted to/from this contract at the sole option and discretion of the City as it may deem in its best interest at such time.

2.31. EMERGENCY

The Contractor shall provide the City with evening, weekend, and holiday service, as necessary, to cope with any emergency situation which may threaten public health and safety, as determined by the City. Contractor shall furnish with its proposal submittal a twenty-four (24) hour telephone number in the event of any such emergency situation.

2.32. RECORDS

During the contract period, and for a least five (5) subsequent years thereafter, Successful Proposer shall provide City access to all files and records maintained on the City's behalf.

2.33. FACILITIES TO BE SERVICED

It is hereby agreed and understood that the listing of the City locations herein is not all inclusive as facilities may be added or deleted from the contract at any time, when deemed to be in the best interest of the City. The City provides

no guarantee concerning the amount of facilities to be serviced or the amount of work to be provided to the awarded Contractor.

2.34. FACILITY ADMINISTRATOR

Upon award, Contractor shall report and work directly with the designated Facility Administrator at each of the sites.

2.35. TRUTH IN NEGOTIATION CERTIFICATE

Execution of the resulting agreement by the Successful Proposer shall act as the execution of truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of the resulting Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which City determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

2.36. SUPERVISION

Contractor shall assign one working "On Duty" Supervisor when designated by the Contract Administrator, or his or her designee. Contractor shall also provide the name and telephone number where a responsible Supervisor, or the Contractor, may be reached at any time for purposes of addressing complaints and submitting information concerning daily contract performance. In the event the assigned Supervisor demonstrates an inability to properly supervise personnel as determined by the Contract Administrator, or his or her designee, then the Contract Administrator, or his or her designee, shall have the authority to request immediate dismissal of said Supervisor of his or her responsibilities at the facility and the Contractor shall assign another individual upon four (4) hours notice (if requested by the City) to supervise staff in a satisfactory manner as determined by the Contract Administrator, or his or her designee. The City shall only be liable for payment of the actual hours worked by said Supervisor(s).

2.37. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included as part of your solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General Conditions and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the bidder's/proposer's authorized signature affixed to the bidder's/proposer's acknowledgment form attests to this. If a Professional Services Agreement (PSA) or other Agreement is provided by the City and is expressly included as part of this solicitation, no additional terms or conditions which materially or substantially vary, modify or alter the terms or conditions of the PSA or Agreement, in the sole opinion and reasonable discretion of the City will be considered. Any and all such additional terms and conditions shall have no force or effect and are inapplicable to this PSA or Agreement.

3. Specifications

3.1. SPECIFICATIONS/SCOPE OF WORK

3.1 BACKGROUND INFORMATION

The City is requesting proposals for the provision of unarmed Security Guard Services at various locations within the City of Miami. Contractor shall provide security guards twenty-four (24) hours per day, seven (7) days per week, including holidays. The number of guards and shift times shall be provided on a per facility basis. Contractor shall perform all the work provided in this RFP and shall perform additional, extra, and incidental work as may be considered necessary from time to time in a complete and satisfactory manner. The City also reserves the right to increase and decrease the level of services, as it deems necessary.

The Contractor shall provide the City a full range of security services, including, but not limited to, protection and security to the best of its ability against vandalism, trespass, and theft of property on or from City premises. Contractor shall instruct and require its Security Guards to perform the services specified herein in an orderly and efficient manner while enforcing the regulations of the City with regards to safety and facility security, and shall accomplish these specified services in such a manner as not to interfere with the normal conduct of the City's business.

3.2. GENERAL REQUIREMENTS

A. Work Force and Work Assignment

- 1) Unarmed security guards shall be provided to work various assignments at locations as determined by the City. Some may require optional equipment such as two-way radios, marked vehicles, etc.
- 2) Contractor shall provide qualified, trained personnel to perform all the specifications of this RFP. This shall include holidays and weekends, and the ability to immediately backfill any regularly scheduled personnel who fail to report for their normal work tour. Contractor shall provide each Facility Administrator with the names and contact numbers of all security personnel assigned to their facility. Contractor shall update that list of information on a weekly basis, as changes occur, to maintain its accuracy. The Contractor shall provide accurate time records for the previous week for each assignment by listing the full name of the assigned guards.
- 3) Contractor shall instruct their personnel that no gratuities shall be solicited or accepted for any reason whatsoever from any department/office, employee, or other persons using the premises.
- 4) Security Personnel shall be allowed job-related use of City telephone service where available at no cost to Contractor. No toll charges shall be allowed by Security Personnel. ANY TOLL CHARGES OR DAMAGE TO EQUIPMENT BEYOND NORMAL WEAR AND TEAR WILL BE REIMBURSED TO THE CITY BY THE CONTRACTOR.
- 5) Personnel shall possess desirable qualities and knowledge such as recognizing fire hazards and the use of fire extinguishers; ability to notice hazardous or unusual situations; ability to deal effectively with prowlers, trespassers and other unauthorized persons; ability to remain alert during emergencies; and the ability to act calmly and quickly during emergencies; demonstrating a professional demeanor with residents, employees, and elected officials, and shall follow post orders if applicable.

B. Personnel Probation/Dismissal

- 1) Security Personnel shall be observed by the Facility Administrator or Site Designee for at least an initial period of five (5) working days. If during this period the City is not satisfied with the performance of that employee, the City shall notify the Contractor who shall immediately replace said employee. Additionally, the City reserves the right to request the replacement of any employee at any time during

the term of the contract. The City further reserves the right to demand that the Contractor relieve/suspend an employee from his/her assignment. Be advised the City will not tolerate sleeping while on duty; nonperformance regarding making his/her rounds and completion of daily reports; being under the influence of alcohol, drugs, or non-prescription medication which will impact job performance; inability to communicate (both verbally and in writing); theft; unprofessional conduct or other unbecoming similar activities.

2) Additionally, the City reserves the right to demand that the Contractor relieve an employee from a duty assignment, and/or ban the employee from further service under this contract, at the sole discretion of the Facility Administrator.

C. Personnel Qualifications

1) Guards in all classifications shall be no less than 21 years of age; shall have a high school diploma or a G.E.D.; and shall possess good human relations skills. They shall be required to successfully pass a rigid background investigation including, but not limited to, a criminal background check, inclusive of a Florida Department of Law Enforcement (FDLE) check and a medical examination, inclusive of a drug screening. **(SUCCESSFUL PROPOSER SHALL ASSUME ALL COSTS FOR THE AFOREMENTIONED TESTS AND SCREENINGS.)**

2) Guards in all classifications shall be a Citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by an 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.

3) Guards shall possess the following State of Florida Guard License requirements:

a. Guard License "D" Levels 1, 2, and 3

b. Required professional, technical licenses, or certificates including, but not limited to cardiopulmonary resuscitation (CPR) certification which shall be active and available for all on-duty personnel at all times.

4) Guards at all levels shall be fully literate in the English language, i.e., 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. Contractor shall also have personnel which are bilingual (English and Spanish or Creole) and which shall be available to the City when required. There shall be no exceptions.

5) Guards shall be evaluated and/or shall receive the approval of the Facility Administrator prior to assignment.

6) Guards shall be able to perform normal or emergency duties requiring moderate to arduous physical exertion, such as standing or walking for an entire shift and climbing stairs and ladders. Concerning stair climbing, this requires officers be capable of climbing from the ground level to the roof level and back to the ground level without stopping and without difficulty. Physical stamina is a basic requirement of this position. Any individual, who cannot meet the physical requirements of the position, including inability discovered through job performance, will not be qualified to work under this Contract. Additionally, this requirement is in place for the officer's protection and safety as well as reduction of the City's liability.

7) Guards shall possess a valid Florida Driver's License, and the minimum required auto insurance for any vehicle that he/she drives onto City property, as necessary.

8) Guards shall be able to effectively use a two-way radio and drive a golf cart-type vehicle without difficulty, if necessary.

9) Guards shall keep active, and possess at all time while on duty, those professional, technical licenses or certificates as required by the State. This includes a company issued photo I.D. card. All of the above are to be conspicuously displayed while on duty.

10) Security Personnel shall not be employed under this contract if they are currently or have been previously involved in:

- a.** military conduct resulting in a dishonorable or undesirable discharge;
- b.** any pattern of irresponsible behavior, including but not limited to, reckless driving or an unfavorable employment record; or,
- c.** a criminal conviction (felonies or misdemeanors).

11) Security Personnel shall successfully complete a polygraph examination, at the Contractor's expense, prior to assignment; and, whose minimum testing parameters shall include, but not be limited to:

- a.** nature of discharge from military service;
- b.** substance abuse (drug and alcohol);
- c.** child abuse and/or molestation;
- d.** convictions (felonies and/or misdemeanors); and,
- e.** dismissals (other than layoff) and the ability to handle a gun (and whether a gun permit has ever been denied).

12) Security Personnel shall complete a medical examination, to be conducted at the Contractor's expense, prior to assignment or when requested for reasonable cause by the City; and, submittal of the results of the following to the user department shall be required upon assignment to a facility(s):

- a.** freedom from any transmittable disease;
- b.** possession of binocular vision (correctable to 20/20 based on the Snellen Eye Chart);
- c.** the required ability to distinguish basic shapes as well as colors in both normal and peripheral vision;
- d.** the ability to hear ordinary conversation at 20 feet and whispered conversation at 10 feet without the use of artificial hearing devices (a hearing aid is not permitted);
- e.** the passing of a urinalysis test demonstrating freedom from drug usage, with the exception of prescribed medication;
- f.** freedom from any disease or conditions which result in indistinct speech;
- g.** freedom from any physical or emotional disorder or handicap that would inhibit or preclude meeting the performance standards required by this solicitation's resultant contract;
- h.** Contractor's submittal to the City of employee personnel file(s) for each security personnel upon assignment and upon request throughout the term of the solicitation's resultant contract; with said file(s) to contain copies of the following documents including, but not limited to: criminal background checks, medical examinations including drug test results, training test results, proof of education and experience, State Security Officer License "D", employment application and verification prior to employment, and polygraph examination reports; and,
- i.** overall, Security Personnel shall possess desirable qualities and knowledge such as the ability to recognize fire hazards and proper usage of fire extinguishers, the ability to perceive hazardous or unusual situations, the ability to effectively handle prowlers,

trespassers, and other unauthorized persons, the ability to remain alert during emergencies and act calmly and quickly to address the same, etc.

3.3. TYPES OF SECURITY GUARDS

A. Level 1

This is the basic classification for a security guard. This individual shall be able to perform basic functions such as maintain a standing post, complete reports, make notifications and screen persons. One (1) year of security experience is required.

THE "BASE HOURLY RATE" FOR THIS CLASSIFICATION IS PRE-DETERMINED IN ACCORDANCE WITH THE U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION, VIA WAGE DETERMINATION 2005-2119, REVISED JUNE 13TH, 2011, FOR OCCUPATIONAL CODE NO. 27101 FOR TITLE GUARD I.

B. Level 2

This is an intermediate classification for a security guard. Requirements may consist of one (1) or more of the following: One (1) year of law enforcement and/or military experience, three (3) years of security experience, and/or one (1) year of security supervisory experience. This classification may be used in sensitive and highly visible areas.

THE "BASE HOURLY RATE" FOR THIS CLASSIFICATION SHALL BE PROVIDED BY THE PROPOSER AS PART OF THEIR PRICE PROPOSAL.

C. Level 3

This is the advanced classification for a security guard. Requirements shall include, but not be limited to, the following: graduation from a certified federal, county, state or local law enforcement or military police training program, or equivalent, with the appropriate certificates and/or diplomas. Additionally, security guards shall possess a minimum of three (3) full years of certified law enforcement experience in a military or civilian setting, providing that such qualification is verifiable by supporting documentation. This classification shall be mandatory for work at specialized site locations requiring this type of background.

THE "BASE HOURLY RATE" FOR THIS CLASSIFICATION SHALL BE PROVIDED BY THE PROPOSER AS PART OF THEIR PRICE PROPOSAL.

3.4. CLASSIFICATION AND PAY RATE

Contractor shall specify the "Base Hourly Rate" for Levels II and III, the "Marginal Mark-Up Multiplier" for all Levels (Classifications), and the "Adjusted Hourly Rate" (Pay Rate) for all Levels (Classifications) on the Price Proposal.

3.5. TRAINING

The Contractor shall be required to provide training to all field Security Personnel in order that the City may be assured said personnel are capable of assuming the responsibilities of their respective assignments. The cost for such training shall be considered part of the Contractor's operational expenses and shall be taken into consideration by the Contractor when proposing overall hourly rates. The time spent by staff in such a program, though required, shall not be billable to the City, as only those hours of actual security guard duty shall be compensated by the City. All Security Personnel of the Contractor shall successfully complete and pass the course prior to assumption of duty under this contract. This training course, which shall be developed or made available by the Contractor, shall be included as part of the minimum requirements for the subject matter and the hours of instruction, and shall be subject to the City's approval. The City's evaluation of proposed training shall include, but not be limited to, previews of techniques and methods of instruction, quality of instruction, motivation, adequacy of classroom and supportive adjunct training materials, test content, and individual retentiveness.

All formal training shall be administered by persons, corporations, and/or institutions who have been expressly approved by the City. A written certification of each security personnel's training shall be made available as part of the employees personnel file. All contractor supervisors shall have completed the required training and shall have worked for six (6) continuous months as an actual security guard; additionally, basic supervisory skills are required, as well as an overall knowledge of operations, locations, etc.

A. Site Orientation Training

The Contractor shall provide on-site training for Security Guards for each shift to be worked in order to familiarize each guard with the post, at no cost to the City. Said training shall be conducted by a Contract shift supervisor or experienced guard/officer who is fully qualified at that post. The trainee is not to be in an active duty status and may not be placed on duty at that site until said training has been completed. This training shall be conducted at each different job site to which the guard/officer is assigned. The measure of success for the training shall not be the time invested [e.g., eight (8) hours], but rather the effectiveness with which the trained employee is able to perform post duties. The City shall be the sole assessor of that effectiveness. The Site Orientation Training shall include, but not be limited to, the following:

- 1) general and specific orders for the facility;
- 2) policy and specific procedures for responding to emergency alarms, bomb threats, or incendiary devices in the facility, etc.;
- 3) procedures for access control and operation of the security system within the facility; and,
- 4) procedures for operation of the fire alarms, fire control system, and fire-fighting equipment.

B. Refresher Training (RT)

Periodic and State required training of each Security Personnel shall be conducted by Contract supervisors in order to insure continued understanding of and familiarity with existing or new facility conditions.

C. Training for Contract Security Supervisors

In compliance with all other Contract stipulations requiring that a Contract Security Supervisor be fully qualified and capable of staffing a post, said supervisors shall have met all Basic Instructional Training requirements prior to assuming any duties under this Contract.

Additionally, Contract supervisors shall be provided sufficient on-site post instruction necessary for provision of the Site Orientation Training (SOT) to Security Personnel assigned to posts within the supervisor's span of control or shift of duty.

3.6 UNIFORMS

All Security Personnel furnished to the City shall be well groomed and neatly uniformed. Uniforms shall include tightened ties, shined black shoes, buttoned cuffs (if long sleeve shirt), cap with badge, whistle or a chain, writing implements, flashlight, night stick and other optional equipment as may be required. Each guard supplied by the Contractor shall wear a nameplate bearing his/her name. Contractor's name shall also appear on Guard's nameplate or as a patch on the uniform. Uniform shall be readily distinguishable from the City of Miami Police uniforms.

Ties, short-sleeved or long-sleeved shirts and uniform blazers or jackets shall be furnished by the Contractor, and may be required at the discretion of the City designee and as dictated by weather conditions.

3.7. AUTHORIZED USE OF EQUIPMENT AND UNIFORM

The uniform and equipment shall be used only when Security Personnel are on official duty or while in transit between their place of residency and their assigned duty station. Furthermore, at any and all times while in uniform, Security Personnel and their supervisors shall be required to wear a complete uniform and to be fully equipped. Also, Security Personnel shall not be permitted to provide themselves with any unauthorized equipment such as chemical agents; concealed weapons/firearms, personal radios, or other items not specifically approved by this

Contract or the Contract Administrator.

3.8. MAINTENANCE OF UNIFORMS AND EQUIPMENT

The Contractor shall be responsible for assuring that security personnel maintain a neat appearance in accordance with contract standards, up to and including responsibility for maintenance and replacement of uniforms, as necessary. Likewise, all equipment used by the Contractor, provided by either party, shall be kept clean, well-maintained, and in safe operating condition at all times, free from defects or wear and tear which may in any manner constitute a hazard to any person or persons on City property.

Contractor shall be responsible for the quantity and quality of uniforms and other required personal equipment used by Security Personnel in the performance of this Contract. As such, it is recommended that the Contractor provide personnel with all uniforms and equipment to ensure that Contract standards are met. In order to protect itself against monetary loss, the Contractor may make it a condition of employment, that a certain sum of money be withheld from the employee's paycheck to offset the cost of uniforms if the employee resigns, or is terminated, within a specified period of initial hire, usually three (3) months. Similar to this is a deposit to be held until termination. Such a deduction policy should be clearly defined at the outset of the contract and communicated to employees, including amount of deduction. Deduction amounts should be similar for all employees. If money is so withheld, the Contractor shall be limited by minimal wage requirements in the amount that can be withheld from any given paycheck. Specifically, the employee must be paid at least minimum wage for hours worked, including any such uniform deduction. Likewise, the total amount withheld shall not exceed a reasonable value which such uniforms can cost.

3.9. EQUIPMENT FOR SECURITY GUARDS

Except as specifically noted, or provided for in this Invitation to Bids, Security Guards shall be equipped at all times while on duty with the following items:

- A. a black belt;
- B. a whistle, with metal chain attachment;
- C. a flashlight, heavy-duty [requiring two (2) or more D-cell batteries]; and,
- D. a communication system such as: hand held radios, two (2) way handheld radios, licensed for use by the Federal Communications Commission, shall be provided by the Contractor to on-duty Contract Security Guards and supervisors. In addition, the Contractor shall provide, upon request, similar radios, with portable chargers, to Facility Administrators or Site Designees, not to exceed two (2) in number, which shall be returned to the Contractor upon expiration of the Contract. Should any additional radios be required, the Contractor agrees to rent additional radios to the City at a rate of two dollars (\$2.00) per day, per radio.

3.10. CONTRACTOR-FURNISHED ITEMS

A. Working Materials

Contractor shall provide all working materials necessary for proper performance of this Contract including, but not limited to, items such as bound logbooks, with consecutive numbered pages, notebooks, pens, and pencils. The Contractor, at no expense to the City, shall supply these materials, unless otherwise specified by this Contract or the Facility Administrator.

All material required to perform this Contract, and not otherwise mentioned as being provided by the City, shall be provided by the Contractor at his/her expense.

3.11. OPTIONAL EQUIPMENT

Optional equipment as may be required by the City for specific locations and/or assignments shall include, but not be limited to, the following:

- A. marine radios (channels 68 and 78 must be accessible),

B. marked automobile, and

C. golf carts.

Optional equipment as listed above shall be acceptable to the City in terms of aesthetics, reliability, safety, etc. The City reserves the right to refuse for use on City property, any and all such equipment deemed by the City as non-usable.

3.12. WORK FORCE AND WORK ASSIGNMENTS

A. General Regular Guard Duties

- 1) All Security Personnel furnished by the Contractor to the City shall provide all phases of building, personal security, and personal property protection in and about the facility premises, both within and outside the facility. These duties shall include, but not be limited to, making rounds around the clock of assigned areas and key locations; checking lights; assuring gate and door locks, etc. Guards shall receive their instructions as to specific duties by the City and in consultation with his/her supervisor.
- 2) Security Personnel shall take proper steps to prevent unauthorized entrances and access to the facility and screen visitors, employees, residents and elected officials.
- 3) Security Personnel shall report security/safety violations and suspicious or criminal acts.
- 4) Security Personnel shall make emergency calls as required.
- 5) Security Personnel shall follow all Standard Operating Procedures as determined by the Contractor and the City of Miami.
- 6) Security Personnel shall patrol inside and outside of assigned facilities as required. Guards shall utilize a different route and time, and if applicable, a punch station on a daily basis.
- 7) Security Personnel shall effectively operate his/her radio and make radio contact with his/her supervisor or to notify the Police Department or City staff of incidents when necessary.
- 8) While fulfilling regular security duties, Contractor's personnel may detain any person using reasonably necessary measures, in or about the premises, until able to turn such person(s) over to the police.
- 9) All security personnel furnished to the City shall make and submit daily written reports to the Facility Administrator or Site Designee, regarding any problems or incidents occurring during his/her shift. These reports are to be written in English, in clear and readable print and language, and shall be detailed as to unusual incidents, suspicious circumstances, crimes committed, the rounds taken by the guard at the facility (if not a fixed post), the times of those rounds, and specific observances during said round(s).
- 10) All Security Personnel furnished to the City shall give instruction or information to visitors upon request, or direct them to the proper City personnel if any questions cannot be answered.
- 11) In case of an alarm and/or emergency, the Security Guard shall immediately notify the City of Miami Police Department and Site Designee if requested.

B. Post Orders

Post Orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Security Personnel shall have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. Post Orders define the basic work that shall be performed by Security Personnel at the site. Post Orders are prepared by the Site Designee with the advice and consent of the Facility Administrator. Post Orders shall include, but are not limited to, the following (which, once established, shall be the responsibility of the Contractor to assure that copies are available for the duration of

the Contract):

- 1) facility information (e.g., operating hours, chain of command);
- 2) building rules and regulations;
- 3) operation of equipment;
- 4) roving patrol routes, schedules, and duties;
- 5) vehicular traffic control;
- 6) access control procedures;
- 7) emergency response procedures;
- 8) security and fire control/alarm systems;
- 9) hazardous conditions, inspection/reporting;
- 10) response to emergencies, i.e., fires, injury, or illness, etc.;
- 11) procedures for raising, lowering, and half-masting U.S. and other flags; and,
- 12) safeguarding persons and property .

IT SHALL BE NOTED THAT POST ORDERS, WHILE VERY IMPORTANT, SHALL GIVE WAY TO GENERAL ORDERS TO "PROTECT CITY PERSONNEL AND PROPERTY." THE LATTER ABSOLUTELY TAKES PRECEDENCE.

C. Shift Relief

Security Personnel shall not leave 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 Facility Administrator or Site Designee.

Security Personnel shall not to leave assigned posts for breaks or lunch until relieved as required.

D. Limitation on Employment Hours

Security Personnel shall not provide more than twelve (12) hours of service, including any and all break periods, on one or more Contracts administered by the Facility Administrator in any twenty-four (24) hour period. This limitation may be waived by the Facility Administrator in emergency situations, which are beyond the control of the Contractor, i.e., weather conditions preventing the next shift from entering the building. Each occurrence will require an individual waiver provided by the Facility Administrator.

E. Supervisor Duties

Contractor shall provide, at no additional cost to the City, a guard as a "Supervisor". This Supervisor shall have supervisory responsibility for all guard personnel on that shift at that location, and, when applicable, special events or details. This individual shall understand that he/she will be responsible for contacting all guards at all times and responding to requests of the City at that location at any time. The Supervisor shall also serve as a backup in the event that a guard does not report for work for subsequent tours of duty and/or a replacement guard is not provided. The Contractor's Supervisor in charge of Security Personnel to the City facility shall:

- 1) review and approve the day's or night's activities reports for each assigned guard and provide the same to the proper City authority for any unusual incident;
- 2) insure proper inventory and/or assignment of keys, equipment, etc. along with property belonging to the City;
- 3) coordinate with the proper Site Designee all security operations and services for regular and event assignments, to insure that all are properly staffed (in some instances this requires daily communication with the Site Designee and/or Facility Administrator to learn of authorized activity); and,

- 4) conduct visual inspection of assigned personnel to ensure compliance with the Contract, to disseminate special instructions, and to provide other related information.

F. Assignments

The facilities listed below are locations that currently require security guard services. Determination of locations, number of guards, and hours of services needed at any particular time shall be at the City's sole discretion. Reflected herein are the City's current locations. Concerning the same, the City reserves the right to:

- * add other possible locations during the term of the contract;
- * make changes to any of the work schedules described below as the City deems necessary;
- * increase/decrease the number of guards per facility; and,
- * amend the duties/standard operating procedures as the City deems necessary.

Changes shall be communicated to the guard(s) and to the Supervisor assigned to the facility.

3.13. CITY FACILITIES

1. James L. Knight Center

400 S.E. 2nd Avenue

A. Type of Guard: Level 1

B. Number of Guards: One (1)

C. Duties/Standard Operating Procedures

General responsibilities shall include, but are not limited to, the following:

- 1) Traffic control at the loading dock.
- 2) Guards shall possess the ability to positively interact with the diverse public, Hyatt personnel, the Management company (currently, Global Spectrum Limited Partnership) personnel and potential clients and/or promoters and staff who visit the facility.
- 3) Security lobby doors shall be locked at 5:00 PM and shall open at 6:00 AM.
- 4) Guards shall patrol the James L. Knight Center and the Miami Convention Center on the 2nd and 3rd shifts at least four (4) times per shift.
- 5) Guard shall lock and secure all doors, especially restroom doors.
- 7) Guard shall restrict the freight elevators' usage from the general public with the exception of authorized vendors and maintenance staff -- the Guard shall check with the General Manager.
- 8) Guard shall require any person asking for keys to sign-in on the log sheet -- no exceptions.
- 9) Guard shall not allow any parking in the loading dock unless authorized by the General Manager of the Management company.
- 10) Guard shall provide a light patrol during the 2nd and 3rd shifts.

D. Required Equipment

Radio or cellular phone.

E. Work Schedule

Will consist of the following three (3) shifts:

- 1) 7:00 AM to 3:00 PM.
- 2) 3:00 PM to 11:00 PM.
- 3) 11:00 PM to 7:00 AM

2. Miamarina at Bayside

401 Biscayne Boulevard

A. Type of Guard: Level 1

B. Number of Guards: One (1)

C. Duties/Standard Operating Procedures

- 1) One (1) unarmed Guard (both capable of speaking and writing in English) covering the marina from the east and south, along the ICW Sea Wall, Piers A, B, C, the interior basin east and south sea walls, to the west and north, along Pier Five (5) from Slip One (1) to Slip Thirty-Five (35).
- 2) Contractor shall work with the Facility Manager to set up routes and schedules (a diagram copy of marina and station routes shall be available to all Guards).
- 3) Guards shall be provided with a marine VHF radio by the Marina, for communication with Marina customers during their shift.
- 4) Contractor shall provide Guard with a cell phone or commercial radio for communicating with the Contractor Watch Commander or for calling 911 for emergencies
- 5) Contractor shall create watch stations at preset locations throughout the Marina and shall provide Guards with an electronic watchman's clock to record stops during each route -- upon request, Contractor shall furnish the Marina with hard copies of the Guard routes.
- 6) Each Guard shall be required to punch and sign their own time card at the beginning and end of each shift; Guards are prohibited from punching or initialing any other Guard's time card.
- 7) Each Guard shall maintain and turn in a signed shift log to the Marina staff at end of each shift. Any incidents, reports of suspicious activities, or interruptions to Station rounds shall be recorded in the shift log.
- 8) The entire Marina shall be patrolled at a minimum of once (1) per hour using alternating routes.

D. Required Equipment

- 1) VHF Radio and
- 2) Cell Phone/Commercial Radio.

E. Work Schedule

10:00 PM to 8:00 AM, seven (7) days a week, unless otherwise specified by the Marina Manager.

3. Marine Stadium Marina

3501 Rickenbacker Causeway

A. Type of Guard: Level 1

B. Number of Guards: One (1)

C. Duties/Standard Operating Procedures

- 1) One (1) unarmed Guard capable of speaking and writing in English for coverage of the Marina: from the east in the Maintenance area, to the west at the gate to the Rickenbacker marina, through the boatyard, and along the floating staging docks.
- 2) Contractor shall work with the Facility Manager to set up routes and schedules (a diagram copy of the marina and station routes shall be available for all Guards).
- 3) Contractor shall create watch stations at preset locations throughout the marina and shall provide Guards with an electronic watchman's clock to record stops during each route -- upon request, Contractor

shall furnish Marina with hard copies of Guard routes.

4) Guard shall be accompanied on first and last shift Station route by Marina staff, Guard shall be provided with a list of all boats left in the water at close of the Marina and signed by City staff, Guard shall return this list, updated to the Marina staff at the end of the shift, Guard shall maintain and turn in a signed shift log to the Marina staff at the end of each shift, any incidents, reports of suspicious activities, or interruptions to station rounds shall be recorded in the log, Guard shall be provided with a current schedule of boat owners, listed alphabetically, and updated weekly, Guard shall request identification and record all persons entering the marina thereafter closure of the facility.

5) Guard shall be provided with a marine VHF radio by the Marina, for communication with Marina customers during each shift.

6) Contractor shall provide the Guard with a cell phone or commercial radio for communicating with the Contractor Watch Commander or for calling 911 for emergencies.

7) The entire Marina shall be patrolled at a minimum of two (2) times per hour, using alternating routes.

D. Required Equipment

1) VHF Radio

2) Cell Phone/Commercial Radio

E. Work Schedule

5:00 PM to 8:00 AM, seven (7) days a week, unless otherwise specified by the Marina Manager.

4. Dinner Key Marina (DKM)

3400 Pan American Drive

A. Type of Guard: Level 1

B. Number of Guards: One (1)

C. Duties/Standard Operating Procedures

1) One (1) unarmed Guard capable of speaking and writing in English shall provide coverage for the Marina: from the south near the Seminole Boat Ramps, to the north along the sea wall north of City Hall, and throughout all piers.

2) Contractor shall work with the Facility Manager to set up all routes and schedules (a diagram copy of the Marina and station routes shall be available for all Guards).

3) General Responsibilities:

a. Guards shall assist in maintaining proper order throughout the Marina.

b. Guards shall patrol and check piers, bay walk, and parking lot for suspicious activities.

c. Guards shall verify the identity of unknown persons and tradesmen accessing the piers and facilities.

d. Guards shall work with Marina staff in allowing access for approved mechanics, tradesmen, and guests accessing piers with Marina authorization.

4) Contractor shall work with the Facility Manager to set up routes and schedules (a diagram copy of Marina and station routes shall be available for all Guards).

5) Guard shall be provided with a marine VHF radio by the Marina, for communication with Marina customers during each shift.

6) Contractor shall provide Guard with a cell phone or commercial radio for communicating with the

Contractor Watch Commander or for calling 911 for emergencies.

7) Contractor shall create watch stations at preset locations throughout the Marina and shall provide Guards with an electronic watchman's clock to record stops during each route -- upon request, Contractor shall furnish Marina with hard copies of Guard routes.

8) Each Guard shall maintain and turn in a signed shift log to the Marina staff at the end of each shift -- any incidents, reports of suspicious activities, or interruptions to station rounds shall be recorded in the shift log.

9) The entire Marina shall be patrolled at minimum of once (1) per hour, using alternating routes.

D. Required Equipment

- 1) VHF Radio
- 2) Cell Phone/Commercial Radio

E. Work Schedule

Twenty-four (24) hours per day, seven (7) days a week, unless otherwise specified by Marina Manager.

5. Dinner Key Mooring Facility

3600 S.W. 27th Avenue

A. Type of Guard: Level 1

B. Number of Guards: One (1)

C. Duties/Standard Operating Procedures

- 1) One (1) unarmed Guard with a radio and an electronic watchman's clock (Contractor provided); both English/Spanish speaking; covering the dinghy dock and Dinner Key Mooring Facility Harbormaster's office area only; Contractor shall be responsible for ensuring all Guards assigned are familiar with station routes and standing post orders; and routes shall be set up by the Marina Management and the Contractor.
- 2) Each Guard shall be provided with a marine VHF hand-held radio by the Marina, for communication during each shift -- Guards shall be responsible for maintaining the equipment in good working condition, as well as for damage or loss.
- 3) Each Guard shall be required to punch and sign their own time card at the beginning and end of each shift; Guards shall be prohibited from punching or initialing any other Guard's time card.
- 4) Each Guard shall maintain and turn in a signed shift log to the Marina staff at the end of each shift -- any incidents, reports, suspicious activities, or interruptions to station rounds shall be recorded in the shift log and verbally communicated to the Marina staff at end of each shift.
- 5) A complete circuit of the property shall be conducted no less than two (2) rounds per hour using alternating routes.

D. Required Equipment

- 1) VHF Radio
- 2) Cell Phone/Commercial Radio

E. Work Schedule

6:00 PM to 7:30 AM, seven (7) days a week, unless otherwise specified by the Marina Manager.

6. Curtis Park (Stadium only)

1901 N.W. 24th Avenue

A. Type of Guard: Level 2

B. Number of Guards: One (1)

C. Duties/Standard Operating Procedures

General Responsibilities shall include, but are not limited to, the following:

- 1) making rounds;
- 2) closing and locking of all gates and doors at closing time;
- 3) prevention of unauthorized entrances and access to the stadium (field usage by City permit only);
- 4) prevention of unauthorized usage of the track (no bicycles, skateboards, etc.);
- 5) shall speak English; and,
- 6) shall operate the radio to contact the Supervisor and/or Police Departments to report incidents when necessary.

D. Required Equipment

Radio.

E. Work Schedule

- 1) Weekdays: 10:00 PM to 6:00 AM.
- 2) Weekends (including holidays): 10:00 PM to 6:00 AM.

7. Elizabeth Virrick Park

3255 Plaza Street

A. Type of Guard: Level 2

B. Number of Guards: One (1)

C. Duties/Standard Operating Procedures

General Responsibilities shall include, but are not limited to, the following:

- 1) making rounds, inclusive of parking lots;
- 2) closing and locking of all gates and doors at time of closing;
- 3) identifying vehicles that do not have authorization to enter the Park grounds;
- 4) operating a radio for contacting the Supervisor and or Police Department of incidents when necessary; and,
- 5) capable of speaking and writing in English.

D. Required Equipment

Radio.

E. Work Schedule

Twenty-four (24) hours a day, seven (7) days a week.

8. Charles Hadley Park/Pool

1300 N.W. 50th Street

A. Type of Guard: Level 2

(Level 3 shall be required for Memorial Day through Labor Day ONLY)

B. Number of Guards: One (1)

C. Duties/Standard Operating Procedures

General responsibilities shall include, but are not limited to, the following:

- 1) making rounds, inclusive of the parking lots;
- 2) the closing and locking of all perimeter gates at closing time;
- 3) reporting of incidents to the Park Manager;
- 4) the writing of reports for possible solutions to problems Park staff may be unaware of;
- 5) capable of speaking and writing in English; and,
- 6) operating a radio to contact the Supervisor and/or Police Department concerning different incidents when necessary.

D. Required Equipment

Radio.

E. Work Schedule

- 1) Weekdays: 10:00 PM to 6:00 AM.
- 2) Weekends (including holidays): 10:00 PM to 6:00 AM.

9. Maximo Gomez Park (Domino Park)

801 S.W. 15th Avenue

A. Type of Guard: Level 2

B. Number of Guards: One (1)

C. Duties/Standard Operating Procedures

General Responsibilities shall include, but are not limited to, the following:

- 1) the making of rounds;
- 2) the closing/locking of gates and doors at the time of closing;
- 3) the reporting of incidents to the Park Manager;
- 4) the writing of reports indicating problems that are witnessed that Park staff may be unaware of for possible solutions;
- 5) Guard shall be bilingual (English and Spanish); and,
- 6) Guard shall operate a radio to contact the supervisor and/or Police Department and report incidents when necessary.

D. Required Equipment

Radio

E. Work Schedule

9:00 AM to 6:00 PM, seven (7) days a week.

10. Athalie Range Park/Pool

525 N.W. 62nd Street

A. Type of Guard: Level 2

B. Number of Guards: One (1)

C. Duties/Standard Operating Procedures

General responsibilities shall include, but are not limited to, the following:

- 1) making rounds, inclusive of the parking lots;
- 2) closing and locking of all gates and doors at time of closing;
- 3) identifying vehicles that do not have authorization to enter the Park grounds;
- 4) operating a radio for contacting the Supervisor and/or Police Department to report incidents when necessary; and,
- 5) capable of speaking and writing in English.

D. Required Equipment

Radio.

E. Work Schedule

- 1) Weekdays: 10:00 PM to 6:00 AM.
- 2) Weekends (including holidays): 10:00 PM to 6:00 AM.

11. Jose Marti Park/Pool/Gym

351 S.W. 1st Street

A. Type of Guard: Level 2

B. Number of Guards: One (1)

C. Duties/Standard Operating Procedures

General Responsibilities shall include, but are not limited to, the following:

- 1) the making of rounds;
- 2) the closing and locking of gates and doors at closing time;
- 3) the reporting of incidents to the Park Manager;
- 4) the writing of reports indicating possible solutions for problems that Park staff may be unaware of;
- 5) Guard shall be bilingual (English and Spanish); and,
- 6) Guard shall operate a radio to contact the Supervisor and/or Police Department and report incidents when necessary.

D. Required Equipment

Radio

E. Work Schedule

- 1) Weekdays: 10:00 PM to 6:00 AM.
- 2) Weekends (including holidays): 10:00 PM to 6:00 AM.

12. Grapeland Heights Park/Pool

1550 N.W. 37th Ave

A. Type of Guard: Level 2

B. Number of Guards: One (1)

C. Duties/Standard Operating Procedures

General Responsibilities shall include, but are not limited to, the following:

- 1) the making of rounds;

- 2) the closing and locking of gates and doors at closing time;
- 3) the reporting of incidents to the Park Manager;
- 4) the writing of reports indicating possible solutions for problems that Park staff may be unaware;
- 5) Guard shall be bilingual (English and Spanish); and,
- 6) Guard shall operate a radio to contact the Supervisor and/or Police Department and report incidents when necessary.

D. Required Equipment

Radio

E. Work Schedule

- 1) Weekdays: 10:00 PM to 6:00 AM.
- 2) Weekends (including holidays): 10:00 PM to 6:00 AM.

13. Morningside Park/Pool

750 N.E. 55th Terrace

A. Type of Guard: Level 2

B. Number of Guards: One (1)

C. Duties/Standard Operating Procedures

General Responsibilities shall include, but are not limited to, the following:

- 1) the making of rounds;
- 2) the closing and locking of gates and doors at closing time;
- 3) the reporting of incidents to the Park Manager;
- 4) the writing of reports indicating possible solutions to problems that Park staff may be unaware of;
- 5) Guard shall be bilingual (English and Spanish); and,
- 6) Guard shall operate a radio to contact the Supervisor and/or Police Department and report incidents when necessary.

D. Required Equipment

Radio

E. Work Schedule

- 1) Weekdays: 10:00 PM to 6:00 AM.
- 2) Weekends (including holidays): 10:00 PM to 6:00 AM.

14. Little Haiti Cultural Center

212 N.E. 59th Terrace

A. Type of Guard: Level 2

B. Number of Guards: One (1)

C. Duties/Standard Operating Procedures

General Responsibilities shall include, but are not limited to, the following:

- 1) the making of rounds;
- 2) the closing and locking of gates and doors at closing time;

- 3) the reporting of incidents to the Cultural Center Manager;
- 4) the writing of reports indicating possible solutions for problems that Park staff may be unaware of;
- 5) Guard shall be bilingual (English and Spanish); and,
- 6) Guard shall operate a radio to contact the Supervisor and/or Police Department and report incidents when necessary.

D. Required Equipment

Radio

E. Work Schedule

- 1) Weekdays: 10:00 PM to 6:00 AM.
- 2) Weekends (including holidays): 10:00 PM to 6:00 AM.

15. General Services Administration (GSA)

1390 N.W. 20th Street

The GSA Compound includes a Fueling Station, a Body Shop, a Vehicle Staging Area, a Main Administration Building and Shop Repair Areas.

A. Type of Guard: Level 1

B. Number of Guards: Two (2)

C. Duties/Standard Operating Procedures

General Responsibilities for the GSA Compound shall include, but are not limited to, the following:

- 1) Guard No. 1 shall patrol the grounds utilizing the facility's Morse Watchman data collection system.
- 2) Guard No. 2 shall patrol the eastern portion of the compound at the main garage facility entrance and the fueling facility during the hours of operation.
- 3) Guards shall be required to patrol their respective areas every 20 minutes, logging into each predetermined security checkpoint using the Morse Watchman Data Recorder.
- 4) Guards shall be required to complete and submit detailed security reports.
- 5) Guards shall be capable of utilizing two-way radios.
- 6) Guards shall respond to routine and emergency safety and security-related requests.
- 7) When an incident or an emergency situation occurs, Guards shall always gather the appropriate information regarding the matter and immediately notify the security guard supervisor; the supervisor shall then submit a detailed report to the Fleet Manager.
- 8) Everything and anything unusual during the Guard tour of duties shall be written daily in their Security Officer Report. This includes any minor detail (e.g. lights being out, visitors in unauthorized areas, repairs that may be required, etc.) even though the Guard may feel it is not important, a daily written report shall be completed, signed, and submitted to the Fleet Manager's office.
- 9) The main entrance gate to the GSA Compound shall be locked at 12:00 AM midnight, Monday through Friday. The gate shall remain locked on weekends and holidays.

D. Required Equipment

Radio.

E. Work Schedule

- 1) Guard No. 1: 9:00 PM - 5:00 AM, Monday through Friday; and 24 hrs on weekends and holidays.
- 2) Guard No. 2: 3:00 PM - 11:00 PM, Monday through Friday during hours of operation.

F. Other

The GSA Compound is open to City of Miami personnel from 6:00 AM to 12:00 AM midnight, Monday through Friday (closed on City recognized holidays). Access to the compound by the general public is prohibited.

16. Bayfront Park Management Trust (the Trust)

Bayfront Park is a 32 acre public park, located at 301 N. Biscayne Boulevard, Miami, Florida 33132, in the Downtown Miami area -- adjacent to the Central Business District. It is the area located between the Bayside Market Place, the Hotel InterContinental, Biscayne Boulevard, and Biscayne Bay.

A. Type of Guard: Level 1

B. Number of Guards: One (1)

C. Duties/Standard Operating Procedures

General Responsibilities shall include, but are not limited to, the following:

- 1) A well maintained golf cart to ensure coverage of the entire facility.
- 2) A method of communication with the central guard office/supervisor, as well as the Miami Police Department.
- 3) Guard shall possess the ability to positively interact with the diverse public, both residents and tourists, who visit the facility.
- 4) Successful Bidder shall provide the Trust with a proposed security plan for the facility which will then serve as the standing orders for the security personnel.
- 5) Security personnel shall provide the Trust with daily reports of activities in the park, with incident reports for any unusual events or activities.
- 6) Successful Bidder shall provide a Guard who speaks English, and when necessary, a guard with the additional ability to speak a language(s) other than English.
- 7) The Successful Bidder shall supply the name and telephone numbers, including beeper numbers, of at least two (2) company individuals with the authority to make management decisions or address issues of concern to the Trust.
- 8) The Successful Bidder shall provide the Trust with evening, weekend, and holiday service, as necessary, to cope with an emergency situation which threatens public health and safety, as determined by the Trust. Contractor shall furnish on the bid form a 24-hour telephone number in the event of such an emergency.

D. Required Equipment

- 1) Radio.
- 2) A well maintained golf cart to ensure coverage of the entire facility.

E. Work Schedule

Twenty-four (24) hours a day, 7 days a week, including holidays.

17. Miami Riverside Center (MRC) Building

444 S.W. 2nd Avenue, Miami, Florida

A. Type of Guard: Level 1

B. Number of Guards: Six (6)

C. Duties/Standard Operating Procedures

1) General Responsibilities shall include, but are not limited to, the following:

The ability to patrol grounds on foot and/or via golf cart; patrol inside and outside buildings; staff the MRC main entrance security desk; ensure compliance with facility standard operating procedures; provide detailed security reports; utilize two-way radios; respond to routine and emergency safety, security-related requests, and call-outs; respond to security and fire-safety alarms; operate the facility's fire alarm panel; operate building security management system software; perform other security-related functions as required; be cordial with the public; have the ability to deal tactfully and effectively with the public and employees; and always represent the City in a positive manner.

2) Specific Duties:

- a.** A Guard shall be stationed at the MRC main entrance security desk (i.e., front lobby desk) at all times 24 hours per day and seven (7) days per week. Exception is allowed only when handling an incident or an emergency situation which requires additional security guard assistance.
- b.** If and when available, a minimum of one (1) Guard is to cover each of the following areas: the MRC front desk, the I.D. table, the metal detector machine, the City employee entrance way, and the patrol route (inside and outside of the facility). Coverage locations may be deleted and/or added at the discretion of the MRC Facility Manager.
- c.** A Guard shall randomly patrol the inside and outside perimeter of the MRC facility, including the parking garage and parking lots.
- d.** Guards may switch positions upon mutual consent with the Security Guard Supervisor's authorization. Guards may not be together at the same post at any moment while on duty. Exception is allowed only when switching positions and when handling an incident or an emergency situation which requires additional security guard assistance.
- e.** When an incident or an emergency situation occurs, the Guard shall always gather the appropriate information regarding the matter and immediately notify the Security Guard Supervisor, the MRC Facility Manager and the appropriate authorities. The Guard shall always write an Incident Report and submit to the Facility Manager's office.
- f.** It is extremely important that anything and everything unusual during their tours of duty, is written daily in their Security Officer Report. This includes any minor detail (e.g. lights being out, visitors in the cafeteria, repairs that may be required, fire alarms, etc.) even though seemingly insignificant. Write complete and precise Security Officer Reports, sign and submit daily to the Facility Manager's office.
- g.** Guards shall be familiar and knowledgeable of all applicable, established, modified MRC policies and procedures. Said policies and procedures, including revisions/updates shall be provided by the Facility Manager to the Guards.

3) Facility Access Hours:

a. Access Hours

- 1.** The MRC building is open to the general public from 8:00 AM to 5:00 PM, Monday through Friday (and is closed on City recognized holidays).
- 2.** The main entrance doors to the MRC building shall be locked at 6:00 PM,

Monday through Friday. The doors shall remain locked on weekends and holidays.

b. General Public

- 1.** The general public may enter the MRC building at 8:00 AM and remain in the main lobby area. At 8:00 AM the elevators shall be available to the general public.
- 2.** Security Guards shall ensure that the general public does not access the elevators before 8:00 AM.
- 3.** The general public wishing to visit the Building Department Permit Section may have their names added to the Building Department's Sign-In sheet located at the Security Guard I.D. table and available at 8:00 AM.
- 4.** Access to the building after hours (after 5:00 PM) by the general public requires one of the following: visited departments shall notify Guards of visitors prior to their arrival. Guards shall maintain a record of all expected visitors, including the name and department authorizing entry. Upon visitor's arrival, Guard shall contact the visiting department and obtain access approval. Guards shall maintain a record of all visitors, including the name and department authorizing the entry.
- 5.** After hour visitors shall be processed according to the identification requirements included in this document and the Sign-In Sheet.
- 6.** The after hour Sign-In Sheet shall be submitted by the Guard on a daily basis to the MRC Facility Manager.

c. City Employees

- 1.** City of Miami employees carrying their City I.D. may be granted access to the MRC building.
- 2.** Employees not carrying proper identification shall be required to follow the identification requirements as described in this document.
- 3.** Access to the facility after hours or on weekends shall require that employees show their City I.D. and sign-in with the front desk Security Guard. The after hour sign-in log shall be submitted on a daily basis to the Facility Manager's office.

4) Identification Requirements to Access the MRC:

- a.** All visitors shall show a valid photo I.D. (passport, driver's license, identification card or military identification) -- NO EXCEPTIONS.
- b.** All visitor's handbags, purses, briefcases, packages, plans, etc. shall be searched or inspected before being allowed access to the building.
- c.** City of Miami employees shall wear a City issued I.D. card at all times when inside the MRC or on its premises so as observable by the Security Guards.
- d.** City employees not carrying their City I.D. shall go through the screening area and present a valid photo I.D. (passport, driver license, identification card or military identification) to the Security Guards. In the event that no I.D. is available, the employee's supervisor shall come down and pick-up the employee. The employee shall also sign-in with the Security Guard monitoring identifications.
- e.** City of Miami Police Officers and Fire-Rescue personnel, when in uniform with a name tag, shall not have to wear a City I.D or sign-in.

f. Non-City Police and Fire-Rescue personnel, whether in or out of uniform, shall go through the screening area and present a valid photo I.D.

g. The City of Miami Mayor, Commissioners and the City Manager shall not be required to wear a City I.D. or sign-in. Guards shall utilize the photographs displayed in the main lobby security desk to identify these officials and grant access to the facility.

5) Restricted Areas:

The freight elevator is restricted to the general public with the exception of authorized vendors and maintenance staff. For all those authorized to use the freight elevator, Security Guards shall request and maintain that person's driver license while that person is in possession of the elevator key.

6) Main Lobby:

Security Guard shall unlock the main lobby entrance doors at 8:00 AM and shall lock them at 6:00 PM, Monday through Friday. Lobby entrance doors shall remain locked on the weekends and holidays.

7) Cafeteria:

a. Cafeteria doors shall be open at 7:00 AM and shall close at 3:00 PM, Monday through Friday. The Cafeteria shall remain closed on weekends and holidays.

b. No one shall be allowed in the cafeteria after 3:00 PM with the exception of authorized Cafeteria personnel. Anyone found inside the Cafeteria area shall be immediately escorted out. Upon removal of the individual(s), Security Guard shall inspect the cafeteria and write-up an Incident Report. Report shall be forwarded on a daily basis to the MRC Facility Manager's office.

c. A Cafeteria after-hours exception shall be made for authorized City of Miami Union meeting(s). MRC Management shall be responsible for advising Security Guards of such Union meeting(s) or any other use authorized by the MRC Facility Manager.

8) MRC Parking Garage:

a. The Parking Garage shall only be accessible to City employees with a parking access card or individuals with a valid disability permit. Concerning the same, exception shall be granted with prior coordination with MRC Management (e.g. key visitors such as judges, visiting attorneys, etc.)

b. Security Guards shall verify City I.D. and disability permit cards for all those who press the "Call Button" and require access to the MRC Parking Garage. A record of all who enter the Parking Garage as a result of a "Call Button" shall be kept, including reason for access (e.g. forgot access card, special authorized permission by Management, etc.) and a weekly report shall be provided to the MRC Facility Manager's office.

c. MRC parking access cards that are found shall be immediately returned to the MRC Facility Manager's office and shall be deactivated.

d. Security Guards that observe or are made aware that employees are sharing or lending out their MRC parking access card shall immediately report the incident to the Security Guard Supervisor and MRC Facility Manager's office. When possible, Security Guard shall record vehicle make, model, and tag.

e. No vehicle shall be towed without the verification and approval of the owner of said vehicle. It shall be the responsibility of the vehicle's owner to advise the MRC Facility Management office that their vehicle shall be towed. No tow truck shall have access to the MRC Parking

Garage without the permission of the MRC Facility Manager's office.

f. At the sole discretion of the MRC Management, booting of vehicles shall take place as a result of parking violations. Security Guards shall issue a warning before a vehicle is booted.

g. In order to expedite traffic during normal working hours, the Parking Garage east vehicle ingress roll-up gate shall remain open from 6:00 AM to 6:00 PM, Monday through Friday. On weekends and holidays, this roll-up gate shall remain closed and will only open with a parking access card. All other roll-up gates shall remain closed and will only open with a parking access card.

h. The garage pedestrian access door shall be unlocked at 6:30 AM and shall be locked at 6:00 PM, Monday through Friday. On weekends and holidays, the garage pedestrian access door shall remain locked. These doors can only be opened with an access card.

i. The north and east entrance/exit driveways shall not be used as temporary or permanent parking areas. At the sole discretion of the Security Guard, exceptions shall be allowed for quick drop-offs and other rare circumstances (e.g. large sets of plans, etc.) Security Guards shall not allow anyone to park at these locations. Emergency vehicles are the exception. Anyone found permanently parked shall be at the risk of receiving from a written warning up to and including the towing of their vehicle. Security Guards shall record the tag numbers of City vehicles who also violate the north and east entrance/exit driveway's parking restrictions. On a monthly basis, a report listing violators shall be provided to the MRC Facility Management's office. Department Directors shall be notified of employees violating the north and east entrance/exit driveway parking restrictions.

9) MRC Parking Lots:

a. Parking Lot No. 16 (across from the parking garage) shall be available to City employees with a valid City parking hanging tag and for persons with a valid disability permit.

Non-employees parking in Lot No. 16 shall be monitored and ticketed by the Miami Parking Authority. Parking Lot No. 16 shall open at 6:00 AM and shall close at 7:00 PM, Monday through Friday. On weekends and holidays, gates shall remain locked. Security Guards shall require proof of City I.D. for access to Parking Lot No. 17 after 7:00 PM.

b. Parking Lot No. 17 is available to the general public and for overflow of City employees. Employees shall display their City hanging tag. This Parking Lot is monitored by the Miami Parking Authorities.

10) Loading Dock Entrance:

Loading dock doors shall remain locked at all times when not in use. They are only accessible by utilizing a special access card (limited to MRC Management staff).

11) Security Patrol Tour of Facility

a. Prior to beginning the patrol tour, Security Guard shall follow the established Patrol Tour activation of Watchman apparatus procedures.

b. The building perimeter patrol tour shall take place every day from 6:00 PM to 6:00 AM, Monday through Friday, and hourly on weekends, depending on weather conditions.

c. Each Security Guard shall be assigned a pass code by MRC Management. Security Guards shall never give their keys or key box pass code to anyone, including the relieving Security Guard. If a Security Guard removes these keys from the key box, the Security Guard shall be responsible for those keys while they are in their possession. When keys are not

needed or when relieved from duty, the Security Guard shall place them back in the key box. Upon departure of a Security Guard, the keys and key box shall be inspected and the pass code shall be deactivated by MRC Management.

d. Security Guards shall make sure that the following is secured at the MRC facility including, but not limited to: assuring that all lights are shut off with light switches in the OFF position (including restrooms); checking all areas, including bathrooms, and ensuring that no one remains inside the building/area without proper authorization; ensuring that microwaves, coffee makers, etc. are turned off in the break rooms; checking for anything that seems unusual or suspicious (e.g. packages, boxes, envelopes, etc.); inspecting the facility and identifying any lights (indoors, outdoors, or in the parking lots) that are not operational or are malfunctioning; identifying any repairs or maintenance that needs to be reported to the MRC Management; inspecting the hallways and stairways and ensuring that any obstructions are immediately removed; inspecting the vending machine areas; inspecting and ensuring there are no suspicious packages and following the established procedures for addressing the same; and, ensuring that the loading dock and other doors are properly secured.

e. In addition, ensuring that:

- 1.** Security Guards inspect and observe elevator functions. At any moment that an elevator is found not working properly, malfunctioning, or out-of-order, the Security Guard is to immediately contact MRC Management, their Supervisor and complete the appropriate report, including the course of action taken.
- 2.** Security Guards shall ensure that all telephone rooms, mechanical rooms and electrical rooms are locked at all times. Mechanical rooms shall be clear of debris. For anything found inside these rooms, the Security Guards shall immediately follow established Critical Incident Response procedures. Any person requiring access to the telephone, mechanical or electrical rooms shall have authorization from the MRC Facility Manager's office.
- 3.** If any of these rooms are found unlocked, the Security Guard shall enter the room, conduct an inspection, and secure the room. The Security Guard shall reflect in the daily report the exact time that the incident was discovered and the course of action taken.
- 4.** If anything unusual is found, the Security Guard shall immediately notify the Supervisor and/or the Police Department.
- 5.** A Critical Incident Response Manual shall be provided to the Guards once assigned to this facility.

D. Required Equipment

- 1)** a Radio and
- 2)** a Golf Cart.

E. Work Schedule

- 1)** Twenty-four (24) hours a day, seven (7) days a week, including holidays.
 - 2)** Six (6) Guards - on Weekdays.
 - 3)** Two (2) guards - on Weekends and Holidays.
- These Guards shall perform the following duties:

Guard 1 - working the X-Ray Machines;
Guard 2 - checking I.D.'s;
Guard 3 - scanning all documentation;
Guard 4 - working the Metal Detector Machine;
Guard 5 (Supervisor) - working the Front Desk assisting the general public; and,
Guard 6 - patrolling the MRC building and grounds.

18. South District Police Sub-Station

2200 W. Flagler Street, Miami, Florida

A. Type of Guard: Level 1

B. Number of Guards: One (1)

C. Scope/Duties

The Security Guards assigned to the South District shall be primarily responsible for the station's security and for the security for all parked vehicles at the same.

- 1) Security Guards shall wear a full uniform with their company patch clearly visible.
- 2) Security Guards shall be primarily stationed at the northwest entrance door of the station, where they can maintain constant vigilance of the parking area and the entrance gates to the station.
- 3) Security Guards shall maintain a work hours sign in/out log, where the guards name, arrival time, and departure time shall be maintained.
- 4) Security Guards shall monitor the automatic gates and watch for any civilian vehicles entering the compound.
- 5) Security Guards shall monitor any civilian vehicles that enter the rear parking area and ascertain if the vehicle belongs to an employee or authorized personnel.
- 6) Security Guards shall immediately report any unauthorized vehicles that enter the secured parking area of the Administrative or Front Desk Officers.
- 7) Security Guards assigned to the afternoon and midnight shifts shall walk the interior perimeter of the parking area once every half hour.
- 8) Security Guards shall make note of any civilian, non-marked police vehicle that have been parked in the parking lot for an extended period of time without moving and report the same to the Administrative Officers.
- 9) Security Guards assigned to the midnight shift shall make contact with the Front Desk Officer once every two (2) hours and relay any security concerns uncovered during the perimeter checks.
- 10) Security Guards shall maintain an hourly log documenting any activities that occur during their shift. Any non-City of Miami Employee visitors/contract workers shall be logged on the security log, with an arrival and departure time. The purpose of the visit shall also be logged. i.e. the cleaning crew, lawn maintenance, etc.
- 11) Security Guards shall not leave their post without authorization from the Administrative Officer or the Front Desk Officer. If the Security Guard has to leave for any reason, the Security Guard shall advise the Administrative Officer or Front Desk Officer of the reason for leaving and the expected time of their return. If for any unforeseen reason a Security Guard shall leave their post, the Security Guard shall notify the company and a replacement shall respond.

12) Security Guards shall monitor the parking of the marked vehicles and shall advise officers to move their vehicles if illegally parked within the compound. Security Guards shall report to the Administrative Detail any illegally parked police vehicles which are not moved and shall log the incident on the hourly log. The Administrative Sergeant shall follow up on any complaints.

13) Security Guards shall report and log any damage to the security fencing or wall, such as graffiti, etc.

D. Required Equipment

Radio

E. Work Schedule

Twenty-four (24) hours a day, 7 days a week, including holidays.

19. Central District Police Headquarter Building

400 N.W. 2nd Avenue

A. Type of Guard: Level 1

B. Number of Guards: Two (2)

C. Scope/Duties

The Security Guards assigned to the Central District shall be responsible for the security at the main entrance, station lobby, and rear gate.

1) Main Entrance/Lobby Detail:

- a. The desk shall be manned by one (1) Guard seven (7) days a week, including holidays, during the hours of 7:00 AM - 11:00 PM.
- b. Each Guard shall be responsible for screening all visitors and vendors coming into the building.
- c. The Guard shall request an I.D. from each visitor and shall issue each a Fast Pass Photo badge indicating where the visitor is going in the building. Note: There shall be no need to keep a handwritten log of visitors because the Fast Pass system shall address this automatically.
- d. The Guard shall assure the building's safety by requesting that all visitors entering the building place all items (bags, boxes, purses, briefcases, etc.) through the Megatometer.
- e. The Guard shall ensure that each visitor passes through the metal detector before entering the main lobby area.
- f. The Guard shall immediately notify the Front Desk Officer or Administrative Officer of any suspicious person or package attempting to gain entry into the building.
- g. After completing steps d, e, and f immediately above, the Guard shall then send the visitor to the front desk Officer.

2) Rear Gate Detail:

- a. The Rear Gate Detail is manned seven (7) days a week, twenty four (24) hours a day including holidays.
- b. Each Guard shall be responsible for checking all visitors, vendors, and contractors etc. wishing to drive into the police compound.
- c. The Guard shall get an I.D. from each visitor inside the vehicle and then issue a Fast Pass Photo badge showing where in the compound the visitor(s) is going. If the Guard feels that

there are too many individuals inside the vehicle he/she shall tell the driver of the vehicle to enter the building through the main entrance/lobby of the Police Department. Note: there shall be no need to keep a handwritten log of visitors because the Fast Pass system shall address this automatically.

d. The Guard, upon the visitor's vehicle entering the rear gate, shall write down the tag number of the vehicle on a log and that log shall be maintained inside the Guard house.

e. The guard shall make sure that all Police Department employees, both sworn and non-sworn use, their departmental issued key card to gain access to the police compound. If in the event an employee does not have his/her key card with them, the Guard shall request their I.D. prior to allowing the employee access into the police compound.

f. The Guard shall immediately report any unauthorized vehicle and/or person that enters the police compound to the Front Desk Officer and/or the Administrative Officer.

3) All Security Guards:

a. All Security Guards assigned to City of Miami Police Department Central District shall wear a uniform issued by their company, with their company patch clearly visible on the uniform.

b. Security Guards shall maintain a work hours sign in/out log, with the date, Guards name, and arrival and departure times.

c. All Security Guards shall maintain a shift log documenting any activities that occur during their shift and shall pass down this log to each new Guard for his/her shift.

d. Security Guards shall not leave his/her post without authorization from the Front Desk Officer or the Administrative Officer. If a Security Guard has to leave his/her post for any reason he/she shall tell the authorizing person the reason for leaving and the expected time they shall be gone. If for any reason a Security Guard must leave his/her post, he/she shall immediately notify his/her company and a replacement shall respond to replace the Guard that is leaving.

D. Required Equipment

Radio

E. Work Schedule

1) Guard 1: Main Entrance/Lobby, seven (7) days a week, including holidays, 7:00 AM - 3:00 PM (Shift 1) and 3:00 PM - 11:00 PM (Shift 2).

2) Guard 2: Rear Gate, twenty-four (24) hours a day, seven (7) days a week, including holidays, 7:00 AM - 3:00 PM (Shift 1), 3:00 PM - 11:00 PM (Shift 2), and 11:00 PM - 7:00 AM (Shift 3).

20. Police Auto Pound

300 N.W. 7th Street

A. Type of Guard: Level 1

B. Number of Guards: One (1)

C. Duties

1) The Security Company shall provide security and shall monitor the auto pound perimeters to insure that there are no breaks in the secured fenced areas of the auto pound.

2) Should the Security Company find an entry or subjects in the area, they shall immediately contact the complaint room to dispatch a police unit.

3) A log of incidents from the Security Company shall be forwarded to the auto pound detail on a weekly basis.

D. Required Equipment

Radio

E. Work Schedule:

2:00 PM - 6:00 AM, seven (7) days a week, including holidays.

21. City Hall

3500 Pan American Drive

A. Type of Guard: Level 2

B. Number of Guards: One (1) per shift

C. Duties

The Security Guards assigned to City Hall shall be responsible for the security at the front Main Entrance/Lobby area.

- 1) The desk shall be manned by one (1) Guard per six (6) hour shift, Monday through Friday.
- 2) Each Guard shall be responsible for screening all visitors coming into the building.
- 3) The Guard shall be responsible for keeping a handwritten log of visitors.
- 4) The Guard shall make sure all visitors are safe to enter the building by hand searching all items, (bags, boxes, purses, briefcases, etc.).
- 5) The Guard shall ensure that each visitor passes through the metal detector before entering the main lobby area.
- 6) The Guard shall immediately notify the Sergeant-at-Arms of any suspicious person or package attempting to gain entry into the building.

D. Required Equipment

Radio

E. Work Schedule

Two (2), six (6) hour shifts from 8:00 AM - 8:00 PM, Monday through Friday. May be required to work past 8:00 PM from time to time.

- 1) Shift 1 - 8:00 AM - 2:00 PM
- 2) Shift 2 - 2:00 PM - 8:00 PM

3.14. SPECIAL ASSIGNMENTS

Guard services may also be requested occasion for special events sponsored by the City of Miami at these or other facilities. Notification of any non-scheduled work assignments of this nature shall be made by the appropriate Department representative to the Contractor at least forty-eight (48) hours prior to commencement of such assignments.

These assignments and the number of Security Personnel required for service at each such site shall be determined and scheduled by the City. Additionally, Guard services may also be required for escort of a City employee to the City's treasury or to a bank, as designated by the City.

3.15. FAILURE TO PERFORM/PUNITIVE ACTIONS

Should it not be possible to reach the Contractor or should remedial action not be taken within twenty-four (24)

hours of any failure to perform according to the Specifications in this IFB, appropriate reductions shall be made in the Contract payment.

The City shall not pay for any scheduled services not received, such as time(s) a Guard is late to or absent from work. An appropriate hourly rate shall be deducted.

An excessive amount of fines/deductions during the term of the Contract may result in the Contractor being cited for failure to perform in accordance with the Contract described above, and may result in the termination of the Contract.

THE CITY SHALL CONDUCT PERIODIC INSPECTIONS OF UNMANNED FACILITIES TO ENSURE THE GUARD(S) ASSIGNED TO THIS LOCATION ARE PRESENT. SHOULD THIS INSPECTION REVEAL NO GUARD AT THE FACILITY, AND SHOULD THE SECURITY COMPANY FAIL TO NOTIFY THE FACILITY ADMINISTRATOR OF AN ABSENCE OR LATE ARRIVAL OF THE GUARD, THE ENTIRE SHIFT OF THIS GUARD SHALL BE DEDUCTED FROM MONIES OWED TO THE SECURITY COMPANY, AND PUNITIVE ACTION FEES SHALL BE ENFORCED.

The City may choose to implement punitive actions with regards to Contractor's Management and/or Guard violations. Said violations which may result in a fine of \$50.00 per violation to may include, but are not limited to, those listed below.

A. Management/Administrative Violations (pertaining to its Security Personnel)

- 1) Not properly equipped.
- 2) No radio or inoperative radio.
- 3) Inadequate literacy.
- 4) Improper Licenses.
- 5) Inadequate training.
- 6) Lack of contract supervision.
- 7) Excessive hours on duty not assigned and/or approved by the City.
- 8) Reassignments to a post of any guard previously suspended from duty without City approval.
- 9) Violation of local, state, or federal laws, regulations, or ordinances which could adversely affect service provided to the City.
- 10) Difficulty in speaking and/or understanding the English language as well as in the ability to be understood by others.
- 11) Failure to notify the City of an arrest of an employee within a twenty-four (24) hour period.

B. Security Guard Violations

- 1) Being under the influence of alcohol, drugs, or non-prescription medications.
- 2) Being late for duty.
- 3) Inappropriate behavior (reading, lounging, inattentiveness, etc.).
- 4) Sleeping on duty (may result in removal from post).
- 5) Failure to complete and submit report(s).
- 6) Failure to follow post orders.
- 7) Abandoning post.
- 8) Improper or badly soiled uniforms.

- 9) Failure to conspicuously display on person Security Officer licenses (D) while at any post.
- 10) Improper licensure (not on person, expired, etc.).
- 11) Failure to report to duty as scheduled.

3.16. SALARIES

Hourly rates shall remain constant and, as such, higher hourly rates shall not be charged for weekend days, holidays, and special details. Proposers shall be aware that personnel requirements are subject to change based on the needs of the City and that no guarantees shall be made as to the number of hours afforded regardless of the number of personnel utilized by the City -- the hourly rate shall remain unchanged.

3.17. ACCESS

Security Personnel shall not be accompanied in their work area or performance of their duties by acquaintances, family members, assistants, or any other person unless the City authorizes the same.

4. Submission Requirements

4.1. SUBMISSION REQUIREMENTS

Proposers shall carefully follow the format and instructions outlined below, observing format requirements where indicated. Proposals shall contain the information requested and in the order indicated. This information shall be provided for the Proposer and any Sub-Consultants to be utilized for the work contemplated by this Solicitation. Proposal Submittals which do not include the following items may be deemed non-responsive and may not be considered for contract award.

Proposers shall submit responses in a hardcopy format, consisting of one (1) original and ten (10) copies, and in an electronic format via a CD-ROM. On-line submittals, via the Oracle System, shall not be accepted. Failure to do so may deem the Proposal non-responsive.

PROPOSAL FORMAT

THE RESPONSE TO THIS SOLICITATION SHALL BE PROVIDED IN THE FOLLOWING FORMAT -- FAILURE TO DO SO MAY DEEM THE PROPOSAL NON-RESPONSIVE. THE RESPONSE SHALL BE INCLUSIVE OF A "TECHNICAL PROPOSAL" AND A "PRICE PROPOSAL" EACH OF WHICH SHALL BE IN PROPERLY LABELED, SEPARATE SEALED ENVELOPES.

A. TECHNICAL PROPOSAL -- SHALL CONSIST OF THE FOLLOWING:

1. Cover Page

The Cover Page shall include the Proposer's name; Contact Person for the RFP; Firm's Liaison for the Contract; Primary Office Location; Local Business Address, if applicable; Business Phone and Fax Numbers, if applicable; Email addresses; Title of RFP; RFP Number; Federal Employer Identification Number or Social Security Number.

2. Table of Contents

The table of contents shall outline, in sequential order, the major sections of the Proposal as listed below, including all other relevant documents requested for submission. All pages of the Proposal, including the enclosures, shall be clearly and consecutively numbered and shall correspond with the table of contents.

3. Executive Summary:

Provide an Executive Summary describing elements contained within Proposer's Proposal, including such factors as Experience and Qualifications, Approach and Methodology to the Scope of Work, Financial Strength; and, information on Client References completing and submitting the Past Performance Evaluation Questionnaires.

4. Proposer's Experience and Qualifications

- a) **Describe** the Proposer's organizational history and structure; years Proposer and/or firm has been in business providing a similar service(s), and indicate whether the City has previously awarded any contracts to the Proposer/firm. Proposer should include the name of the organization, business phone/fax/email address, contact person and federal tax ID.
- b) **Provide** a list of all principals, owners, or directors.
- c) **Provide** copies of all current licenses to provide said services in the State of Florida as per the Minimum Qualification Requirements section herein this RFP.
- d) **Provide** the name of the holder of the "MB" State License, as per the Minimum Qualification Requirements herein the RFP and provide copies of the same.
- e) **Provide** (1) the number of years Proposer has been in existence, both nationally and in the Florida

market, providing proof of active status with the Florida Division of Corporations; (2) the current number of clients Proposer has, both nationally and in Florida, and (3) the primary markets served. Also, discuss specifically Proposer's involvement in providing such services, particularly in the South Florida market.

5. Proposer's Approach and Methodology to the Scope of Work

a) **Provide** detailed plans addressing the following:

1. a **staffing plan** that includes an organizational chart showing key management personnel and identification of onsite management, inclusive of the number Security Guards and supervisors as reflected per the Specifications/Scope of Work section herein;
2. a **technical operating plan** describing the operating policies and procedures to be employed for the management and/or operation of all security services -- the Proposer shall also describe its approach to financial management and administrative policies and procedures;
3. a **transition plan** from the current security guard services agreement in order to ensure a seamless transition (not applicable to the incumbent) in accordance with this Section herein this RFP;
4. the **training methodology and approach** to ensure all required training is accomplished, especially training of new employees -- also, any additional training which may not be outlined and/or required by this RFP; and,
5. the Proposer shall provide documentation demonstrating their ability to satisfy all of the **Minimum Qualification Requirements** as set forth in the Special Terms and Conditions Section of this RFP.

b) **Corporate Responsibility**

Proposers shall have a defined Corporate Responsibility Model that describes how they successfully integrate into the communities where they provide services, including their approach regarding compensating their employees. Proposers shall be good corporate citizens providing their employees with competitive wages, making a positive difference by supporting the local communities where they operate, and conducting themselves in an environmentally conscious manner.

6. Proposer's Financial Strength

- a) **Proposer** shall have a minimum of an "A" rating from Standard & Poor or Moody's as of the due date of this RFP, if the company has a rating from either of those two (2) agencies -- if the Recommended Proposer has no such rating because it is a non-stock organization or a non-profit entity and has no long-term debt, then the Recommended Proposer shall submit financial statements reflecting a strong financial position as the City may determine, including a strong asset to liability ratio indicative of the same.
- b) **List** the subcontractors or subconsultants and include a brief history of their background and experience.
- c) **Provide** any other information which the Proposer deems relevant to its organization and/or its ability to provide quality security guard services to the City.

7. Past Performance Evaluation Questionnaire Information

Past Performance Evaluation Questionnaires from each of the three (3) Client References identified in the Attributes to the Header section herein the RFP shall be required of all Proposers. It shall be the Proposer's sole responsibility to send out the Past Performance Evaluation Questionnaires to each Client Reference with sufficient time for the Client Reference to complete and submit the same directly to the City. Please provide your Client References with the Past Performance Evaluation Questionnaires and cover letter attached to the Header section herein and request

that your Client References submit the completed questionnaires to Pablo Velez, Procurement Supervisor, via email at pvelez@miamigov.com or via fax at (305) 400-5340.

THE CITY SHALL NOT ACCEPT CLIENT REFERENCE PAST PERFORMANCE EVALUATION QUESTIONNAIRES SENT TO THE PURCHASING DEPARTMENT BY THE PROPOSER. QUESTIONNAIRES SHALL BE SENT DIRECTLY TO THE PURCHASING DEPARTMENT BY THE CLIENT REFERENCE. IT SHALL BE SOLELY THE PROPOSER'S RESPONSIBILITY TO ASSURE THE CLIENT REFERENCES PROPERLY COMPLETE AND SEND THEIR PAST PERFORMANCE EVALUATION QUESTIONNAIRES TO THE CITY IN ACCORD WITH THE INSTRUCTIONS PROVIDED ON THE SAME.

The City reserves the right to verify any such information submitted in this process. Such verification may include, but is not limited to, speaking with Client References, reviewing any and all documentation for the same, site visitations, and any and all other independent confirmation of data as the City may deem necessary in its sole discretion.

B. PRICE PROPOSAL -- SHALL CONSIST OF THE FOLLOWING:

The Price Proposal shall be provided as part of the response submittal in a properly labeled, separately sealed envelope. The rates provided therein shall be addressed as part of the City negotiations with the Recommended Proposer.

THE U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION'S WAGE DETERMINATION 2005-2119, AS REVISED JUNE 13TH, 2011, PROVIDES A BASE HOURLY RATE OF \$10.61 FOR OCCUPATION CODE 27101, TITLE GUARD I. THIS BASE HOURLY RATE OF \$10.61 SHALL BE THE MINIMUM ACCEPTABLE RATE FOR ALL THREE (3) SECURITY GUARD LEVELS. PLEASE NOTE THAT SUBMITTAL OF A LESSER BASE HOURLY RATE FOR ANY OF THE THREE (3) SECURITY GUARD LEVELS SHALL DEEM THE PROPOSAL NONRESPONSIVE.

FAILURE TO SUBMIT THE PRICE PROPOSAL, IN A PROPERLY LABELED, SEPARATELY SEALED ENVELOPE SHALL DISQUALIFY PROPOSER FROM CONSIDERATION.

5. Evaluation Criteria

5.1. EVALUATION CRITERIA

The Evaluation Committee shall evaluate, score, and rank all responsive proposals as follows:

A. Technical Proposal (75 Points)

Concerning this initial phase of the evaluation, the Evaluation Committee will evaluate and rate all proposals based on the criteria listed immediately below in this section. A Proposer may receive the maximum number of points or a portion thereof dependent upon the merit of its Technical Proposal, as determined by the Evaluation Committee. This phase of the evaluation process will consist of a review of the Proposer's Experience and Qualifications, Approach and Methodology to the Scope of Work, Financial Strength, Past Performance Evaluation Questionnaires, and Local Preference (if applicable), to assure quality services.

Upon completion of this phase of the evaluation, including the scoring and ranking, the Committee may choose to conduct oral presentation(s) with the Proposer(s), which the Evaluation Committee warrants for further consideration.

B. Price Proposal (25 Points)

Concerning this phase of the evaluation, Price Proposals shall be analyzed based on a comparison of the "Price Proposals" received. The lowest "Price Proposal" shall be given the whole of the maximum possible twenty five (25) points.

Concerning the "Price Proposal" attached herein the Header section of this RFP, the "Total Estimated Hours" is based on a three (3) year usage analysis. For each level, the multiplication of the "Base Hourly Rate", the Proposer's "Marginal Mark-Up Multiplier", and the previously referenced "Total Estimated Hours" results in the "Adjusted Hourly Rate".

THE U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION'S WAGE DETERMINATION 2005-2119, AS REVISED JUNE 13TH, 2011, PROVIDES A BASE HOURLY RATE OF \$10.61 FOR OCCUPATION CODE 27101, TITLE GUARD I. THIS BASE HOURLY RATE OF \$10.61 SHALL BE THE MINIMUM ACCEPTABLE RATE FOR ALL THREE (3) SECURITY GUARD LEVELS. PLEASE NOTE THAT SUBMITTAL OF A LESSER BASE HOURLY RATE FOR ANY OF THE THREE (3) SECURITY GUARD LEVELS SHALL DEEM THE PROPOSAL NONRESPONSIVE.

The "Adjusted Hourly Rate" Total constitutes the Proposer's "Price Proposal" and is then applied to the following formula to determine the Proposer's "Price Proposal Points":

**(LOWEST "PRICE PROPOSAL"/PROPOSER'S "PRICE PROPOSAL") x 25 POINTS
(MAXIMUM PRICE PROPOSAL POINTS) = PROPOSER'S "PRICE PROPOSAL POINTS"**

This calculation will yield the "Proposer's Price Proposal Points" at an amount equal to or less than the total possible "Maximum Price Proposal Points".

The points from both of the aforementioned phases of the evaluation will be added resulting in the Total Points for the whole of the Proposer's response submittal. The Evaluation Committee reserves the right to score and rank more or less than three (3) firms as it may deem in the City's best interest.

<u>CRITERIA</u>	<u>POINTS</u>
Technical Proposal	75
1) Experience and Qualifications (25 points)	
2) Approach and Methodology to the Scope of Work (20 points)	
3) Financial Strength (10 points)	
4) Past Performance Evaluation Questionnaires (15 points)	
5) Local Preference, if applicable (5 points)	
Price Proposal	<u>25</u>
TOTAL	100

EXHIBIT B

KENT SECURITY TECHNICAL AND PRICE PROPOSALS

Please see the attached Kent Security Services, Inc., technical and price proposal submittals.

Contract Hourly Rates:

Security Guard, Level I: \$10.61 (Base Hourly Rate to Security Guard) x Marginal Mark-up
Multiplier: 1.44 = Adjusted Contract Hourly Rate: **\$15.28**

Security Guard, Level II: \$10.61 (Base Hourly Rate to Security Guard) x Marginal Mark-up
Multiplier: 1.44 = Adjusted Contract Hourly Rate: **\$15.28**

Security Guard, Level III: \$15.00 (Base Hourly Rate to Security Guard) x Marginal Mark-up
Multiplier: 1.31 = Adjusted Contract Hourly Rate: **\$19.67**

In no event shall total cumulative annual compensation under this Agreement exceed Three Hundred Fifty Thousand Dollars (\$350,000.00).

Kent Security

	<u>Base Hourly Rate</u>
Level I	\$ 10.61
Level II	\$ 10.61
Level III	\$ 15.00

<u>Multiplier</u>
1.42
1.42
1.81

<u>Markup</u>
\$ 4.67
\$ 4.67
\$ 4.67

<u>Adjusted Hourly Rate:</u>
\$ 15.28
\$ 15.28
\$ 19.67

<u>Est. Hours:</u>	<u>Total Annual Cost:</u>
43000	\$ 657,040.00
7600	\$ 116,128.00
100	\$ 1,967.00

\$ 775,135.00



City of Miami

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

Master Report

Resolution R-13-0142

File ID #: 12-00735

Enactment Date: 4/11/13

Version: 2

Controlling Body: Office of the City Clerk

Status: Passed

Title: A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER APPROVING THE FINDINGS OF THE EVALUATION SELECTION COMMITTEE, PURSUANT TO REQUEST FOR PROPOSALS ("RFP") NO. 295279, THAT KENT SECURITY SERVICES, INC., IS THE HIGHEST RANKED FIRM FOR THE PROVISION OF SECURITY GUARD SERVICES CITYWIDE; AUTHORIZING THE CITY MANAGER, AFTER CONSULTATION WITH THE CITY ATTORNEY, TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT ("PSA"), IN SUBSTANTIALLY THE ATTACHED FORM, FOR A PERIOD OF THREE (3) YEARS, WITH OPTIONS TO RENEW FOR THREE (3) ADDITIONAL ONE (1) YEAR PERIODS; ALLOCATING FUNDS FROM THE VARIOUS SOURCES OF FUNDS CITYWIDE, SUBJECT TO THE AVAILABILITY OF FUNDS AND BUDGETARY APPROVAL AT THE TIME OF NEED; AUTHORIZING THE CITY MANAGER, SHOULD NEGOTIATIONS FAIL WITH THE HIGHEST RANKED FIRM, TO NEGOTIATE AND EXECUTE A PSA WITH THE SECOND HIGHEST RANKED FIRM OF SECURITY ALLIANCE, LLC; FURTHER AUTHORIZING THE CITY MANAGER, SHOULD NEGOTIATIONS FAIL WITH THE SECOND HIGHEST RANKED FIRM, TO NEGOTIATE AND EXECUTE A PSA WITH THE THIRD HIGHEST RANKED FIRM OF P.G. SECURITY, INC. D/B/A/ PLATINUM GROUP SECURITY; FURTHER AUTHORIZING THE CITY MANAGER, SHOULD NEGOTIATIONS FAIL WITH THE THIRD HIGHEST RANKED FIRM, TO REJECT ALL PROPOSALS AND ISSUE A NEW RFP SOLICITATION.

Reference:

Introduced: 6/22/12

Name: Provision of Security Guard Srves.

Requester: Department of Purchasing

Cost:

Final Action: 4/11/13

Notes:

Sections:

Indexes:

Attachments: 12-00735 Legislation.pdf, 12-00735 Summary Form.pdf, 12-00735 Memo - Selection of Eval. Committee for RFP.pdf, 12-00735 Memo - Recomm. of Eval. Committee for RFP.pdf, 12-00735 RFP #295579 - Security Guard Srves. Citywide.pdf, 12-00735 Exhibit 1.pdf

Action History

Ver.	Acting Body	Date	Action	Sent To	Due Date	Returned	Result
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1	Office of the City Attorney	1/31/13	Reviewed and Approved	
1	City Commission	2/14/13	DEFERRED	1

A motion was made by Michelle Spence-Jones, seconded by Wifredo (Willy) Gort, that this matter be DEFERRED. Note for the Record: Item RE.11 was deferred to the April 11, 2013 Commission Meeting.

Chair Sarnoff: All right. I think I misnamed this, but let's go to RE.11. I know there are people been sitting out there for a while. So is Mr. Robertson --? There you are. Ken Robertson.

Kenneth Robertson: Good afternoon, Commissioners. Kenneth Robertson, Purchasing director. RE.11 is a resolution accepting the recommendation of the City Manager approving the findings of the Evaluation Selection Committee, pursuant to RFP (Request for Proposals) 295279, that Kent Security Services is the highest ranked firm for the provision of security guard services citywide; and authorizing the City Manager to negotiate and execute a professional services agreement for a period of three years, with options to renew for three additional one-year periods.

Commissioner Spence-Jones: Mr. Chairman, I do have a question, but I don't know --

Chair Sarnoff: Do you want to do a motion first or you want to just ask your question?

Commissioner Spence-Jones: Let me ask my question first.

Chair Sarnoff: Go ahead. You're recognized for the record, Commissioner Spence-Jones.

Commissioner Spence-Jones: Thank you. I guess what I really wanted the Purchasing director to kind of just clear up, I know that one of the things that we've been briefed on or my office has briefed on was based upon the understanding that we had was that the City had no performance issues with Kent, correct?

Mr. Robertson: Correct. We have no negative performance evaluation documentation on form for Kent Security.

Commissioner Spence-Jones: All right. I think the issue, however, had something to do with prior payment concerns?

Mr. Robertson: Correct. There are some historical compliance issues with the current contract with regard to our living wage ordinance. A complaint was filed in early 2011 from some covered employees who work for Kent. At the time, I audited their payroll from April 2009 through the then current period and found some areas of noncompliance, but Kent then brought those payments whole to the workers who were being underpaid the then current rate. Now at dispute with regard to that is which rate are we talking about. This contract was awarded back in April of 2007. When the bids came in, there was a certification question that asked all bidders, Do you provide a health benefit plan for your employees? Kent's certified answer to that question was yes. When the contract was awarded and per our living wage ordinance, there are two hourly rate structures: the hourly rate for employees who have a benefit plan and a rate that's \$1.25 higher per hour for those employees who do not have a health benefit plan. As awarded for the first four years of that contract prior to receiving the living wage complaint, the contract had been always administered from day one with only one hourly rate in the contract, assuming that all employees had a health benefit plan. From that point of view, there may be areas of noncompliance that have not been addressed prior to July 18, 2011. And I agree that if the Commission would like to look into that, that's certainly an option with regard to our current contract. Our current contract has an audit rights and records retention clause for three years. We can look at any records for the last three years upon final payment of the current contract. With regard to responsibility, Kent has been very responsive and responsible in terms of providing all documentation that I've asked of them. We've resolved the issue and Kent has certified compliance with living wage from July 18, 2011 through today. I have complete audited certified payroll from April 2012 through today for the whole year and everything is in compliance. They're paying the correct rates. Now the question is, Kent has been our contractor, performs very well for the last six years. This issue never came up for the first four years of the contract, so how do we proceed at this point? What would you like to do?

Commissioner Spence-Jones: All right. Let me just say this. First of all, I have no issues with Kent, the people that work here. Many of the folks that actually work here live in the City, live in the district, you know, and they're hardworking people, so this is not about Kent. I think that -- and as a matter of fact, up until yesterday when we had our briefing, I really didn't have an issue with it 'cause I definitely don't want to hurt people that are hardworking people and they're just doing their jobs. My concern became -- came around was -- was centered around the issue of

the City's living wage ordinance, and to my understanding, that there was some back pay that some of those employees never received. So then the question became, how to re -- award a new contract if they have not made -- you know, made those employees whole. So if I can just -- if you don't mind and my fellow -- I don't know if you guys were aware of this. I didn't get it until yesterday. I'd like for them to at least -- the group that's here to at least put on the record their concerns, if you don't mind, Ken --

Mr. Robertson: Of course.

Commissioner Spence-Jones: -- so that -- and is Kent here? Oh, you're here. Okay, good. So this is not about, you know -- we love the employees that work here; they're great and they're hardworking people. But you know, if there is something that's owed to these employees, you know, I want to make sure that there -- that it is going to be resolved 'cause it's a little unfair to folks that have to try to take care of their family. So do you want to at least put something on the record because our Purchasing director has, you know, basically kind of stated that it's been handled, right?

Mr. Robertson: The noncompliance has been handled with regard to the way the contract was awarded in terms of the lower hourly rate and the living wage ordinance. There has been back payments for the lower rate. The question is -- and both parties may have differing opinions on this matter -- is the entitlement to pay back payments using the higher rate when the employees declined the health benefit plan that was offered to them by Kent.

Commissioner Spence-Jones: Okay. I just want her to put -- if you don't -- I want to just be respectful and put something on the --

Vice Chair Gort: The question is, we pay them for the highest hourly rate, right?

Mr. Robertson: No. We were paying throughout the entire contract term the lower rate with a then marginal multiplier --

Commissioner Spence-Jones: And this --

Mr. Robertson: -- to come up with our contract rate.

Commissioner Spence-Jones: Right. And this included the living wage, right?

Mr. Robertson: It was always at the correct living wage every April 1, but we awarded it using the lower rate, assuming that there was a health benefit plan provided.

Vice Chair Gort: My understanding was you stated that if they had a health program, they would be paid less if they didn't have it.

Mr. Robertson: Correct. So that's why --

Vice Chair Gort: If they had --

Mr. Robertson: -- we award at the lower rate.

Vice Chair Gort: Okay.

Chair Sarnoff: But the City, you could argue, had an expectation that they weren't forcing the employees to pay the dollar or dollar something for that health plan. 'Cause when we paid the lower wage, we didn't expect that then -- that would also then be the employees having to pay for their health insurance. That's -- I think that's --

Mr. Robertson: Correct.

Chair Sarnoff: -- where we are.

Mr. Robertson: There is the legal argument on both sides as to what they're required to pay.

Chair Sarnoff: And I think this comes down to intent, not necessarily what the document says, which oftentimes, you know, at our level of government, it is about intent, not so much about who wrote the better contract or who wrote the more artful section. Go ahead. You could be recognized for the record.

Elizabeth Kennedy: Thank you, Commissioners. My name is Beth Kennedy. I'm the political director for SEIU (Service Employees International Union) Local 32BJ, here in Florida. As it sounds like you're already aware, Kent Security failed to pay its workers the living wage as required by its contract. We filed a demand letter in April of 2011 requesting that the City order Kent to pay them their living wage, to give them their earned back pay for the prior two years and to pay damages to the City, as per the contract, the \$500 per worker for each week that Kent failed to pay the living wage. The request for two years of back pay from the date of the demand letter is because that is the statute of limitations in City code and the City has full authority and an obligation to enforce its ordinance and recover wages back to April of 2009. The total of the wages owed is \$275,702.15 that averages to \$1,734 for each of the 159 affected workers. This also equals \$3.88 million in fines that the City may legally demand from Kent Security, and I'm sure you can think of quite a few programs that could use a \$3 million boost. Kent Security claims that because the health coverage was simply offered, they were justified in paying a lower wage. However, coverage was so expensive that workers could not access it. They chose not to enroll and, thus, they were not insured by Kent's provider. Kent was not paying for their health coverage, and they were not paying the legally required corresponding higher wage. This tactic is despicable and it flies in the face of the City's intent for workers to have access to affordable health coverage, not to mention it is an unscrupulous practice that puts other contractors who choose to play by the rules at a disadvantage. In February of 2012, we wrote to the City Manager since the back pay issue had still not been addressed. That was almost a year later. And then in March of 2012, we had a meeting with the Mayor, with the Procurement director, and with the Budget director. In that meeting, we discussed the significant back pay liability that still existed in both A, the City's obligation to enforce code and recover wages, and B, the authority that the City had to withhold payment from Kent in order to recover that money for the workers. The Procurement director agreed that, in that meeting, he would file a final demand letter to Kent for the unpaid back wages before bringing the issue to the City CFO (Chief Financial Officer) to decide on whether to withhold payment. We subsequently provided calculations based on payroll records provided to us by the City on what remaining back pay Kent owed. It added up to the \$275,000 figure that I previously mentioned. Mr. Robertson never verified the information, nor did he issue a demand letter to Kent as he had agreed to do in that meeting. It has been suggested that the workers have the option to file a legal action in court to recover these wages. Frankly, we find this an insult to suggest that in lieu of the City enforcing its own laws through the mechanisms outlined in the code, that instead, workers who earn wages near the federal poverty line should have to pay a lawyer to recover money owed to them. It has also been suggested that if Kent is not rehired, the current workers will be out of a job, which is not correct. There's a worker retention clause in the City's RFP, and we have spoken to Security Alliance, who's the next contractor on the list. They have assured us that they are committed to retaining all the current security workers, and I have a signed document to that effect. Finally, there's been a concern expressed that the City will lose its leverage to recover back pay if Kent is no longer contracted with the City. Frankly, Kent has been contracted for the entire span of this complaint and nothing has happened. There is no reason to believe that would change if they were awarded another City contract. Rather, if the City exercises the option to debar Kent Security, they will be forced to note that debarment on any future bid and to explain the circumstances. I think many would agree with me that the City renewal of Kent's contract is tacit approval of their choice to avoid paying workers according to the law. Contracts and ordinances are just words on a page until the people elected to represent us actually do something to make them count. Today is the day you need to make the City's words count. Hold Kent Security accountable. Do not reward a company that refuses to abide by its contract and it thumbs its nose at the taxpayers and at workers making near poverty wages. Do not let this slide. Allow these workers the dignity that they deserve and show that the City of Miami is committed to enforcing its contracts, enforcing its laws, and to doing what is right. Thank you.

Chair Sarnoff: Thank you.

Commissioner Spence-Jones: Mr. Chairman.

Chair Sarnoff: You're recognized.

Commissioner Spence-Jones: I allowed for you to speak, but I want to be respectful to Kent. I don't know if Kent wants to put anything on the record or you okay with what the Procurement director is representing. You can't -- got to talk on the mike.

Chair Sarnoff: You got to come up to the mike.

Jerry Tollefsen: Jerry Tollefsen. I'm the director of Kent Security for the City of Miami. Our attorney did send a letter to Mr. Robertson highlighting how we did comply with all the particular requests that the City made. There was an audit done of our wages, and we -- except for some issues, we were in compliance. So I don't know what else to actually tell you.

Commissioner Spence-Jones: The back pay that they're speaking of or that she spoke of and that Ken spoke of, how -- from the -- the pay in which the individual workers are still owed, was there a resolution to --? Is there going to be a resolution to them getting the payment at all? She -- I think she mentioned it's like close to \$1,200 per employee. It's two hundred and seventy something. Does Kent plan on making sure that the employees get that back pay?

Mr. Tollefsen: Well, we -- No. Actually, Commissioner, my understanding is -- of the issue is exactly how our attorney responded in a letter to Mr. Robertson and to all the Commissioners, that we were, in fact, in compliance.

Commissioner Spence-Jones: Yeah. But he -- Ken just said you -- Ken -- I just want to make sure -- okay, thank you. I just wanted to give you an opportunity to put something on the record.

Mr. Tollefsen: Right. Thank you.

Commissioner Spence-Jones: Mr. Robertson, can you come back up, please? And I'm not the only one that has any questions on this. They may have as well. But -- so the -- what the young lady just put on the record, is that -- is there truth to what she's saying? Is there anything you want to dispute?

Mr. Robertson: Yes.

Commissioner Spence-Jones: She mentioned that --

Mr. Robertson: As a result of the --

Commissioner Spence-Jones: One second.

Mr. Robertson: I'm sorry.

Commissioner Spence-Jones: She mentioned a meeting that was had in City Hall and that there was a demand letter that was stated that would come out of that meeting. Did we not send the letter?

Mr. Robertson: The demand letter from March 2012 resulted in a meeting between the parties, as she mentioned. As a direct result of that meeting, actually, the issue of the \$1.25 differential that we were talking about was addressed and it was opined that we should be paying the higher amount. Kent fully obliged that request by back paying through July 18, 2011, not prior to that. So if the intent is that you would like the higher rate paid retroactively even further, back to April 1, 2009, this Commission has the authority to direct that to happen. You can request a full audit of the contract requiring that the higher rate be paid. That higher rate was never administered in the contract when it was awarded more than six years ago in April 2007.

Commissioner Spence-Jones: So why wasn't it included in there?

Mr. Robertson: The contract was awarded using the lower rate because there was a representation in the bid that Kent Security provided a health benefit plan for their employees. Throughout the entire contract term and when I started with the City Purchasing Department in August of 2010, the contract had already been administered in that fashion for over three years.

Commissioner Spence-Jones: So you just -- you were actually just taking on --

Mr. Robertson: Correct.

Commissioner Spence-Jones: Is there any other resolution to the 275? Is there any other resolution? I mean, because at this point --

Mr. Robertson: That figure would be --

Commissioner Spence-Jones: -- I mean, at this point, I hate to see the workers lose what basically is, you know, due to them, you know. I mean --

Mr. Robertson: And I agree with that as well. The contract has an audit rights clause. This Commission can order a full audit of the contract back through April 1, 2009, which is the statutory limitation, I guess, as was referenced. If there are any findings, then, yes, the Commission has several options per the living wage ordinance. You may impose damages in the amount of \$500 per week for each covered employee. You may suspend or terminate payment under the service contract, and you may declare the service contractor ineligible for future contracts. But this ordinance uses the word City, and in this particular context, City means the City Commission, not me, as the Purchasing director, or the City Manager, or anyone else.

Chair Sarnoff: So let me try to wrap this up 'cause -- in a way that I think maybe it's understood. The City paid the lower rate believing -- I think is a fair way to describe it -- that the employees were receiving health care benefits. Otherwise, we would have paid the higher rate with the anticipation the employees would buy their own health insurance. The actual complaint -- so we know -- here's what we're going to walk away with. July of 2011, they've been paid. The next question is, How far back should we go? Ken showed me some documents that the complainant said it should go back to April 1, 2010 until March 31, 2011. We know they haven't been paid through that amount. Now, ironically, we don't have a living wage anymore. We did away with that. And the question is, What is the best way to achieve whatever public policy we decide? Is it to keep Kent on board and have leverage over them? Or is it to say to Kent, you're simply -- you heard me say this -- I don't think you're a responsible contractor for the City? Or is it to turn around and maybe say, why don't we delay this for 60 days and possibly say to Kent, you know, there're some Commissioners that have some concerns here and they'd like to see their concerns addressed before they administer and vote for a contract.

Commissioner Spence-Jones: And that sounds like a great idea to me. I just feel very uncomfortable with taking a vote on something when I know that there are families that will be affected by our vote. And if there's something that's owed to these employees, I mean -- and I love the employees; they're great. They work hard, you know. They live in our city, which is awesome, so -- you know, and I would hate to see, quite frankly, another contractor come on to take that business and then I got to rely on the fact that they are going to pick up every single employee. That's just not a -- we've done that before and there were comments that were made that they would, and then some of those employees lost their jobs. So I'm very uncomfortable with trusting something that I don't really know and waiting for that new company to say, yes, I'll take on all these people. Right now Kent is here. The employees are happy. I'm sure they're listening out there in the lobby wondering whether or not they're going to have jobs. And in this economy, no one needs to feel in any way that they don't have -- you know, they don't have anything to take care of their families. But I do like the Chairman's suggestion, and that was to, perhaps, come back in 60 days. Maybe there's a positive resolution that can be made with both groups to at least lighten the blow from the family members or the individuals that are employees of Kent.

Vice Chair Gort: Second the motion.

Commissioner Spence-Jones: So --

Mr. Robertson: Mr. Chairman --

Chair Sarnoff: Yes, sir.

Mr. Robertson: If I may. To extend the current contract with Kent for an additional 60 days -- please keep in mind

MR. ROBERTSON: -- it may. To extend the current contract with Kent for an additional 60 days -- please keep in mind that the contract expires next Friday -- said extension would require mutual agreement. There are no more extension provisions in the contract that would not require their mutual consent. So if they could put on the record their agreement to such an extension.

Chair Sarnoff: Well, wouldn't their nonperformance be a very loud statement to the City of Miami? Wouldn't -- if

they just decided not to go forward under these circumstances, wouldn't that tell us exactly how they feel?

Mr. Robertson: Yes, but barring any formal document authorizing the extension prior to its expiration, the contract will die.

Chair Sarnoff: Okay.

Commissioner Spence-Jones: But he just needs him to put it on the record.

Vice Chair Gort: Yeah.

Chair Sarnoff: Can you step up, Mr. Kent Security? Tomlinson [sic], I apologize.

Mr. Tollefsen: That's okay.

Chair Sarnoff: Would you accept --

Mr. Tollefsen: Yes, sir?

Chair Sarnoff: -- a 60-day extension of your contract?

Mr. Tollefsen: I will bring that to the -- my CEO (Chief Executive Officer), and I believe he will. I mean, we've been on extension since April of this -- yeah, April. It expired in April -- last April.

Chair Sarnoff: So you don't have the authorization to tell us right here and right now whether you could accept the 60-day extension?

Mr. Tollefsen: I can tell you that I honestly believe he will accept the 60-day extension.

Chair Sarnoff: Okay, you're telling us you'd recommend it. You just don't know what he'd do with it.

Mr. Tollefsen: Well, I think he's going to go with my recommendation. He has --

Chair Sarnoff: Why don't -- tell you what, why don't we table this for ten minutes, get on the phone, and you can come back and say he's good with it or he's not good with it.

Mr. Tollefsen: That's fine. We can do that.

Chair Sarnoff: All right.

Commissioner Spence-Jones: Okay.

Chair Sarnoff: All right, so we're going to table this. And --

Vice Chair Gort: Mr. Chairman.

Chair Sarnoff: You're recognized, Commissioner Gort.

MR. GORT: I would like to call attention to the fact that the City of Miami is currently in a state of emergency.

Vice Chair Gort: Let me ask a question, one of the things we requested in the past is -- no, that's all right. One of the things we requested in the past is if a contract's going to be due and we're going to have to go to an RFP, why don't we do it with enough time so we don't have to have this kind of problem where we have to make a decision, and if we don't make a decision, we're not doing it correct?

Mr. Robertson: I totally agree. This RFP was advertised last May. The RFP yielded a tremendous number of proposals that required a lot of due diligence. We received 15 sets of proposals in response to this RFP. We had to deem seven of those nonresponsive through a very formal due diligence process. Eight of them were formally evaluated. The evaluation took several months longer than we anticipated because of those difficulties. We were

anticipating having the RFP done much sooner than this Commission meeting.

Vice Chair Gort: Any suggestion you can come up with so that we can expedite some of these things, we'll appreciate it.

Mr. Robertson: Of course. Everything my department does has to be in writing so --

Vice Chair Gort: I understand.

Mr. Robertson: -- it is labor intensive and it does take a while. We were not expecting 15 sets of proposals in response to this RFP.

Vice Chair Gort: That was good, though. Okay. Thank you.

Chair Sarnoff: Thank you.

Later...

Chair Sarnoff: All right. I think we tabled RE.11. And I think you're back and -- Mr. Tomlinson [sic], you're back.

Mr. Tollefsen: Tollefsen.

Chair Sarnoff: Thompson [sic], I apologize. Thompson [sic].

Mr. Tollefsen: That's okay. No. We want to do what's in the best interest of the City. And if you feel like 60 days extension of the contract is in your best interest, that's what we will do.

Chair Sarnoff: Okay, great. So we were then contemplating a motion --

Commissioner Spence-Jones: To --

Chair Sarnoff: -- to continue --

Commissioner Spence-Jones: -- defer?

Chair Sarnoff: -- it for 60 -- yeah, a motion to continue for 60 days with the contract to remain in place. Is that a fair one? Okay. Do I hear that from Commissioner Spence-Jones?

Commissioner Spence-Jones: So move.

Chair Sarnoff: All right.

Vice Chair Gort: Second.

Chair Sarnoff: We have a motion and we have a second. It is just a resolution. All in --

Mr. Hannon: Chair, my apologies. Do we have a date for the --? Do we want to move it to April 11? Is that what we're talking, or May 9?

Chair Sarnoff: Sixty days is -- what's this? February, March -- April.

Mr. Hannon: Yes, sir, April 11.

Chair Sarnoff: Is that satisfactory, Commissioner?

Commissioner Spence-Jones: Yes.

Chair Sarnoff: Okay. All in favor, please say "aye."

The Commission (Collectively): Aye. The motion carried by the following vote:

Aye: 3 - Wifredo (Willy) Gort, Marc David Sarnoff and Michelle Spence-Jones

Absent: 2 - Frank Carollo and Francis Suarez

2	City Commission	4/11/13	ADOPTED WITH MODIFICATIONS	1
A motion was made by Wifredo (Willy) Gort, seconded by Frank Carollo, that this matter be ADOPTED WITH MODIFICATIONS. The motion carried by the following vote: Aye: 4 - Wifredo (Willy) Gort, Marc David Sarnoff, Frank Carollo and Francis Suarez Absent: 1 - Michelle Spence-Jones				
2	Office of the Mayor	4/15/13	Signed by the Mayor	Office of the City Clerk
2	Office of the City Clerk	4/15/13	Signed and Attested by City Clerk	
