

MIAMI BEACH
Request for Proposals (RFP)
2024-277-KB
Security Officer Services

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SECTION 0100 **INSTRUCTIONS TO BIDDERS**

1. GENERAL. This Request for Proposals (RFP) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Bidders to submit their qualifications, proposed scopes of work, and cost proposals (the "proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation and are complementary to one another and together establish the complete terms, conditions, and obligations of the Bidders and, subsequently, the successful Bidder(s) (the "contractor[s]") if this RFP results in an award.

The City utilizes Periscope S2G (formerly known as BidSync) (www.periscopeholdings.com or www.bidsync.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective Bidder who has received this RFP by any means other than through Periscope S2G must register immediately with Periscope S2G to ensure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of the proposal submitted.

2. BACKGROUND.

On July 29, 2020, the Mayor and City Commission approved the award of contracts pursuant to RFP 2020-007-JC, for security officer services. The agreements were signed on April 1, 2021, with a contract term of three (3) years with the City option to renew for two (2) additional one (1) year periods. The current renewal option is scheduled to expire on April 1, 2025. The City's average yearly expenditure over the last three (3) contract years is \$3,000,000.

3. PURPOSE. The purpose of this RFP is to solicit competitive bids for a replacement contract from qualified security service providers to fulfill the need for professional, reliable, and vigilant security officers. The selected bidder will be responsible for ensuring the safety and security of City premises, assets, and personnel through the effective deployment of trained armed and unarmed security personnel. The objective is to establish a comprehensive security solution that mitigates risks, deters threats, and fosters a secure environment conducive to the smooth operation of our organization.

All work shall be in accordance with Section 493, Florida Statutes, and the requirements as outlined in this RFP. The City of Miami Beach is interested in innovative approaches and incorporating industry best practices, which exceed the requirements listed herein and result in cost-effective solutions to the City's needs. Successful contractor(s) shall be required to comply with the City's Living Wage law for contractor employees, as well as submit electronic payroll records through the City's compliance portal, LCP Tracker.

Objectives of the RFP award include, without limitation, the following:

Static Guarding/Patrols:

Stationary guards are positioned at specific locations to monitor and control access.

Mobile patrols involve guards moving around a designated area to provide a visible presence and respond to incidents.

Safeguarding facilities, ensuring the security of personnel and visitors, and protecting sensitive information.

Access Control:

Managing entry and exit points to ensure only authorized individuals gain access.

Verifying credentials and checking identification.

Surveillance:

Monitoring premises through CCTV cameras or physical patrols to identify and prevent security breaches.

Alarm Response:

Responding to alarms triggered by intrusion detection systems or other security devices.

Event Security:

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Providing security for special events, conferences, concerts, and public gatherings.

Crowd Control:

Managing large crowds to ensure safety and prevent disorder during events or protests.

Emergency Watch:

Conducting patrols to detect and respond to fire hazards or issues with fire protection systems.

Providing assistance during emergencies, such as medical incidents, natural disasters, or security threats.

Consulting and Risk Assessment:

Conducting security assessments and providing recommendations to enhance overall security.

2.1 Interested Parties. Interested parties are invited to submit proposals in accordance with Section 0300.

A Pre-proposal conference will be held in accordance with Section 0100, Sub-sections 3 and 5. All proposals will be evaluated in accordance with the criteria found in Section 0400.

3. ANTICIPATED RFP TIMETABLE. The tentative schedule for this solicitation is as follows:

RFP Issued	April 3, 2024
Pre-Proposal Meeting	April 18, 2024 at 10:00 am ET Join on your computer or mobile app Click here to join the meeting Or call in (audio only) +1 786 636 1480 United States, Miami Phone Conference ID: 916 525 649#
Deadline for Receipt of Questions	May 10, 2024 at 5:00 pm ET
Responses Due	May 20, 2024 at 3:00 pm ET Join on your computer or mobile app Click here to join the meeting Or call in (audio only) +1 786 636 1480 United States, Miami Phone Conference ID: 316 934 347#
Evaluation Committee Review	TBD
Tentative Commission Approval	TBD
Contract Negotiations	Following Commission Approval

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:	Telephone:	E-mail:
Livia Barcelos	305-673-7490	liviabarcelos@miamibeachfl.gov
Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov , or via facsimile: 786-394-4188.		

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Bidders in the form of an addendum.

5. PRE-PROPOSAL MEETING OR SITE VISIT(S). A pre-proposal meeting or site visit(s) may be scheduled. Attendance for the pre-proposal meeting shall be via web conference and recommended as a source of information but is not mandatory. Bidders interested in participating in the Pre-Proposal Meeting must follow these steps:

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

+1 786-636-1480 United States, Miami

Phone Conference ID: 916 525 649#

Bidders who are participating should send an e-mail to the contact person listed in this RFP expressing their intent to participate.

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Bidders are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *Periscope S2G*. Any prospective Bidder who has received this RFP by any means other than through *Periscope S2G* must register immediately with *Periscope S2G* to assure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated RFP Timetable** section.

7. CONE OF SILENCE. This RFP is subject to, and all Bidders are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Bidders shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov.

8. ADDITIONAL INFORMATION OR CLARIFICATION. After proposal submittal, the City reserves the right to require additional information from Bidders (or Bidder team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

9. BIDDER'S RESPONSIBILITY. Before submitting a response, each Bidder shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Bidder from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Bidder.

10. DETERMINATION OF AWARD. The City Manager may appoint an evaluation committee to assist in the evaluation of proposals received. The evaluation committee is advisory only to the city manager. The city manager may consider the information provided by the evaluation committee process and/or may utilize other information deemed relevant. The City Manager's recommendation need not be consistent with the information provided by the evaluation committee process and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the Bidder to perform the contract.
- (2) Whether the Bidder can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- (4) The quality of performance of previous contracts.

- (5) The previous and existing compliance by the Bidder with laws and ordinances relating to the contract.

The City Manager may recommend to the City Commission the Bidder(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.

11. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Bidder. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Bidder in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Bidders that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

12. E-VERIFY. As a contractor you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Therefore, you shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

13. PERISCOPE S2G (FORMERLY BIDS SYNC). The Procurement Department utilizes Periscope S2G, Supplier-to-Government electronic bidding (e-Bid) platform. If you would like to be notified of available competitive solicitations released by the City you must register and complete your vendor qualifications through Periscope S2G, Supplier-to-Government www.bidsync.com/Miami-Beach. Registration is easy and will only take a few minutes. For detailed instructions on how to register, complete vendor qualifications and submit electronic bids visit <https://www.miamibeachfl.gov/city-hall/procurement/for-approval-how-to-become-a-vendor/>.

Should you have any questions regarding this system or registration, please visit the above link or contact Periscope S2G, Supplier-to-Government at support@bidsync.com or 800.990.9339, option 1, option 1.

14. HOW TO MANAGE OR CREATE A VENDOR PROFILE ON VENDOR SELF SERVICE (VSS). In addition to registering with Periscope S2G, the City encourages vendors to register with our online Vendor Self-Service web page, allowing City vendors to easily update contacts, attachments (W-9), and commodity information. The Vendor Self-Service (VSS) webpage (<https://selfservice.miamibeachfl.gov/vss/Vendors/default.aspx>) will also provide you with purchase orders and payment information.

Should you have any questions and/or comments, do not hesitate to submit them to vendorsupport@miamibeachfl.gov.

15. SUPPLIER DIVERSITY. The City has established a registry of LGBT-owned businesses, as certified by the National LGBT Chamber of Commerce (NGLCC) and small and disadvantaged businesses, as certified by Miami-Dade County. See authorizing resolutions [here](#).

If your company is certified as an LGBT-owned business by NGLCC, or as a small or disadvantaged business by Miami-Dade County, click on the link below to be added to the City's supplier registry (Vendor Self-Service) and bid system (Periscope S2G, Supplier-to-Government). These are two different systems and it is important that you register for both.

Click to see acceptable certification and to register: <https://www.miamibeachfl.gov/city-hall/procurement/how-to-become-a-vendor/>.

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SECTION 0200

GENERAL CONDITIONS

FORMAL SOLICITATIONS TERMS & CONDITIONS - GOODS AND SERVICES. By virtue of submitting a proposal in response to this solicitation, Bidder agrees to be bound by and in compliance with the Terms and Conditions for Services (dated 10.27.2022), incorporated herein, which may be found at the following link:

<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

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SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. ELECTRONIC RESPONSES (ONLY). Proposals must be submitted electronically through Periscope S2G (formerly BidSync) on or before the date and time indicated. Hard copy proposals or proposals received through e-mail or facsimile are not acceptable and will be rejected.

A Bidder may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for proposal submittals. The City will only consider the latest version of the bid.

Electronic proposal submissions may require the uploading of attachments. All documents should be attached as separate files in accordance with the instructions included in Section 4, below. Attachments containing embedded documents or proprietary file extensions are prohibited. It is the Bidder's responsibility to assure that its bid, including all attachments, is uploaded successfully.

Only proposal submittals received, and time stamped by Periscope S2G (formerly BidSync) prior to the proposal submittal deadline shall be accepted as timely submitted. Late bids cannot be submitted and will not be accepted. Bidders are cautioned to allow sufficient time for the submittal of bids and uploading of attachments. Any technical issues must be submitted to Periscope S2G (formerly BidSync) by contacting (800) 990-9339 (toll free) or S2G@periscopeholdings.com. The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

It is the sole responsibility of each Bidder to ensure its proposal is successfully submitted in BidSync prior to the deadline for proposal submittals.

2. NON-RESPONSIVENESS. Failure to submit the following requirements shall result in a determination of non-responsiveness. Non-responsive proposals will not be considered.

- 1. Bid Submittal Questionnaire
- 2. Failure to comply with Minimum Eligibility Requirement (See Appendix A, Section A1).
- 3. Cos Proposal (Tab 5).

3. OMITTED OR ADDITIONAL INFORMATION. Failure to complete and submit the Bid Submittal Questionnaire (submitted electronically) and the Cost Proposal with the bid and by the deadline for submittals shall render a proposal non-responsive. Non-Responsive proposals will not be considered. With the exception of the Bid Submittal Questionnaire (completed and submitted electronically) and the Cost Proposal, the City reserves the right to seek any omitted information/documentation or any additional information from Bidder or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Bidder to perform in accordance with contract requirements. Failure to submit any omitted or additional information in accordance with the City's request shall result in proposal being deemed non-responsive.

4. ELECTRONIC PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the tabs, and sections as specified below. The electronic submittal should be tabbed as enumerated below and contain a table of contents with page references. The electronic proposal shall be submitted through the "Line Items" attachment tab in Periscope S2G.

TAB 1	Cover Letter & Minimum Qualifications Requirements
1.1	Cover Letter and Table of Contents. The cover letter must indicate Bidder and Bidder Primary Contact for the purposes of this solicitation.
1.2	Minimum Qualifications Requirements. Submit verifiable information documenting compliance with the

minimum qualifications requirements established in Appendix A, Minimum Requirements and Specifications.

TAB 2 Experience & Qualifications

2.1 Qualifications of Proposing Firm. Submit detailed information regarding the relevant experience and proven track record of the firm and/or its principals in providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public or private sector agencies.

For each project that the Bidder submits as evidence of similar experience for the firm and/or any principal, the following is required: project description, including the type and number of guards deployed throughout the contract, and the nature of the deployment, agency name, agency contact, contact telephone & e-mail, and year(s) and term of engagement. For each project, identify whether the experience is for the firm or for a principal (include name of principal).

2.2 Qualifications of Bidder- Bidder's Key Team. Provide an organizational chart of all key personnel (e.g., principals, account leads, deployment managers, roving managers, etc.) to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract.

Responses shall be in sufficient detail and include supporting documentation, as applicable, which will allow the Evaluation Committee to complete a full review and score the experience and qualifications.

TAB 4 Approach and Methodology

Submit detailed information on how Bidder plans to accomplish the required scope of services in described in Appendix A, including detailed information, as applicable, which addresses, but need not be limited to:

- a. Describe past experience and approach to conducting security assessments to determine best practice approaches to securing any given location.
- b. Describe crime prevention strategies that have been successful in past engagements, including the use of innovative technology, such as geolocating methods as one example.
- c. Provide evidence of on-going training provided to security officers above basic licensing requirements, including the areas of customer service, sensitivity, diversity, non-discrimination, good judgment, ethical behavior and interpersonal skills.
- d. Describe firm's process for preparing for emergency events and special events.
- e. Describe the communication protocols between managers, officers and customer agencies related to various incident types and severity of incidents.
- f. Indicate standard response times for non-emergency and emergency event.
- g. Describe firm's central dispatch solution(s) as it relates to available technology capabilities, field communications, and staffing.
- h. Describe the firm's process for recruiting and retaining sufficient personnel to meet the City's staffing needs.
- i. Describe the firm's ability to provide sufficient officers on short notice for emergency needs.
- j. Describe and provide evidence of the firm's processes for conducting full background checks.
- k. Describe approach and policies regarding the appearance of personnel (uniforms, grooming, cleanliness etc.).
- l. Describe approach to deploying guards that are customer-focused while upholding the highest security standards.
- m. Describe the firm's contract management/administration process to ensure that the City is receiving exceptional customer services within the unit prices bid and guards deployed.
- n. Describe the firm's process for complying with the City's living wage requirements for contractor personnel, including the firm's process for complying with compliance requirements.

Responses shall be in sufficient detail and include supporting documentation, as applicable, which will allow the Evaluation Committee to complete a full review and score the approach and methodology.

TAB 5 Cost Proposal

Submit a completed Cost Proposal Form (Appendix B).

Quantitative factors shall not be considered by the Evaluation Committee. Quantitative factors will be considered by the City Manager in preparing his recommendation to the City Commission. In considering quantitative factors, the City Manager may also consider any feedback or information provided by staff, consultants or any other third-party in developing an award recommendation in accordance with Section 0400.

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SECTION 0400 PROPOSAL EVALUATION

1. EVALUATION COMMITTEE. An Evaluation Committee, appointed by the City Manager, may meet to evaluate each Proposal in accordance with the qualitative criteria set forth below. In doing so, the Evaluation Committee may review and score all proposals received, with or without requiring presentations. It is important to note that the Evaluation Committee is advisory only and does not make an award recommendation to the City Manager or the City Commission. The City Manager will utilize the results to take one of the following actions:

- a. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFP, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations; or
- b. The City Manager may recommend that the City Commission authorize negotiations or award a contract to one or more firms in accordance with Section 0100, Sub-section 12; or
- c. The City Manager may Recommend that the City Commission short-list one or more firms for further consideration by the Evaluation Committee; or
- d. The City Manager may recommend to the City Commission that all firms, if more than one (1) responsive submittal is received, be rejected.

2. PRESENTATIONS BY SHORT-LISTED FIRMS. If a short-listing of firms responding to this RFP is approved, the short-listed firms may be required to make presentations to and be interviewed by the Evaluation Committee. In further considering the short-listed firms, the Evaluation Committee will utilize the criteria set forth in Sub-section 4 below.

3. TECHNICAL ADVISORS. The City, at its discretion, may utilize technical or other advisers to assist the evaluation committee or the City Manager in evaluating proposals.

4. EVALUATION CRITERIA. Responsive, responsible proposals will be evaluated in accordance with the following criteria:

Qualitative Criteria (Points Assigned by Evaluation Committee)	Maximum Points
Experience & Qualifications	40
Approach & Methodology	25
TOTAL AVAILABLE POINTS for Qualitative Criteria	65
Quantitative Criteria (Points Assigned by Procurement Department)	Maximum Points
Cost Proposal	35
Veteran's Preference Points	5
TOTAL AVAILABLE POINTS for Qualitative and Quantitative	105

5. QUALITATIVE CRITERIA. The Evaluation Committee shall review responsive, responsible proposals and assign points for the qualitative factors only. The Evaluation Committee shall not consider quantitative factors (e.g. veteran's preference) in its review of proposals. The Evaluation Committee shall act solely in an advisory capacity to the City Manager. The results of the Evaluation Committee process do not constitute an award recommendation. The City Manager may utilize, but is not bound by, the results of the Evaluation Committee process, as well as consider any feedback or information provided by staff, consultants or any other third-party in developing an award recommendation in accordance with Section 0100, Sub-section 10. In its review of proposals received, the Evaluation Committee may review and score all proposals, with or without conducting interview sessions, in accordance with the evaluation criteria.

6. QUANTITATIVE CRITERIA. The Evaluation Committee shall not consider Quantitative factors. Quantitative factors will be considered by the City Manager in preparing a recommendation to the City Commission. In considering quantitative factors, the City Manager may also consider any feedback or information provided by staff, consultants or any other third-party in developing an award recommendation in accordance with Section 0100, Sub-section 10. Procurement Department staff will assign points for the quantitative criteria. Veterans' Preference points will be assigned in accordance with Section 2-374 of the City Code.

Cost Proposal Evaluation. The cost proposal points shall be developed in accordance with the following formula:

Sample Objective Formula for Cost				
Vendor	Vendor Cost Proposal	Example Maximum Allowable Points (Points noted are for illustrative purposes only. Actual points are noted above.)	Formula for Calculating Points (lowest cost/cost of proposal being evaluated X maximum allowable points = awarded points) Round to	Total Points Awarded
Vendor A	\$100.00	20	$\$100 / \$100 \times 20 = 20$	20
Vendor B	\$150.00	20	$\$100 / \$150 \times 20 = 13$	13
Vendor C	\$200.00	20	$\$100 / \$200 \times 20 = 10$	10

7. DETERMINATION OF FINAL RANKING. The sum of the evaluation criteria points will be converted to rankings in accordance with the example below:

		Bidder A	Bidder B	Bidder C
Committee Member 1	Qualitative Points	82	76	80
	Quantitative Points	22	15	12
	Total	104	91	92
	Rank	1	3	2
Committee Member 2	Qualitative Points	79	85	72
	Quantitative Points	22	15	12
	Total	101	100	84
	Rank	1	2	3
Committee Member 2	Qualitative Points	80	74	66
	Quantitative Points	22	15	12
	Total	102	89	78
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

It is important to note that the results of the proposal evaluation process in accordance with Section 0400 does not represent an award recommendation. The City Manager will utilize the results of the proposal evaluation process, and any other information he deems appropriate, to develop an award recommendation to the City Commission, which may differ from the results of the proposal evaluation process and final rankings.

APPENDIX A

MIAMI BEACH

Minimum Requirements & Specifications

Request for Proposals (RFP)
2024-277-KB
Security Officer Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

A1. Minimum Eligibility Requirements. The Minimum Eligibility Requirements for this solicitation are listed below. Bidder shall submit the required submittal(s) documenting compliance with each minimum requirement. Bidders that fail to comply with minimum requirements shall be deemed non-responsive and shall not have their bid considered.

- a. At the time of proposal submission, Bidder shall be licensed in accordance with Chapter 493, Florida Statutes to perform Private Security Services.
SUBMITTAL REQUIREMENT: None required. The information will be independently verified by the City during its due diligence process.
- b. Bidder shall have provided security officer services for at least two (2) entities or within the last ten (10) years, at which the bidder has provided a minimum of 10 guards per location within a three (3) month period.
SUBMITTAL REQUIREMENT: For each of the two (2) entities/clients, provide the following: Name of Entity/Client; Entity/Client Representative and Contact Information (including email and telephone number(s); Beginning and Ending Dates of Service; and Brief Description of Service.

A2. Statement of Work Requirements.

The Contractor shall deploy the Security Officers, and provide all vehicles, and ancillary items listed herein, and further itemized on the Appendix D, Cost Proposal Form. The rates provided in Appendix D shall include all services necessary to fully invoice the City for the services provided, including the following:

At a minimum, the contractor shall provide:

- a. A minimum of three (3), or as otherwise required by the City, roving Level V Security Officers, equipped with a contractor-provided automobile on duty within the City limits of Miami Beach, at all times. The Level V Security Officers must be able to respond to any site within thirty (30) minutes. A personnel list must be submitted in writing, identifying the name(s) of each roving shift Level V Security Officers, and all security personnel under their supervision, to the City's Contract Administrator, or their designee. The City requires the Contractor provide a minimum of three (3) vehicles on a monthly basis, for a 24-hours per day, 7-days per week schedule, at no additional cost to the City. In order to cover various special events, an additional vehicle may be needed approximately fifteen (15) days per year.
- b. Written activity and incident reports, maintenance requests, visitor logs, and related documents, as dictated by the post assignment. Bidders who utilize web-based security officer reporting software should submit system details under approach and methodology for consideration.
- c. A guard Tour System, which may include but not be limited to, "Deggy" or near field communications ("NFC") tags at contracted posts to ensure Security Officers are making required rounds at assigned frequencies and times.

- d. A weekly report, downloaded from Deggy's, NFC tags, or other approved reporting system to the City's Contract Administrator, or its designee.
- e. The location of the Deggy's, NFC tags, or other approved reporting system to the Contract Administrator or their designee for approval.
- f. The Contractor shall provide, at no added cost other than the rates proposed, a designated Contract Manager whose sole responsibility is to oversee the City of Miami Beach Contract. Supervision of any other sites, contracts or personnel not specifically mentioned in this contract or authorized by the City of Miami Beach City Manager/designee is strictly prohibited.
- g. The Contractor's designated Contract Manager shall meet with City representatives at least once a month or upon request, and conduct site visits at least twice a month or upon request, included in services at no additional cost.
- h. All uniforms, radios, firearms, rain gear, traffic vests, tools and equipment necessary to perform the required security services, in accordance with the bid documents.
- i. Uninterrupted services under all conditions, to include, but not limited to the threat or the actually of a strike, adverse weather conditions, a disaster, or emergency situations, at the agreed upon hourly contractual rate.
- j. Rules and Regulations Manual for Security Officers, and one (1) copy provided to the City's Contract Administrator.
- k. Designate the Project Manager to work with the City's Contractor Administrator to review and/or develop Officer Post Orders for all locations where Security Officers will be utilized with the City of Miami Beach.
- l. A written, quarterly report of security incidents to the City's Contract Administrator.
- m. As required by the Living Wage law, submit electronic payroll records for covered employees via the City's LCP Tracker, as requested by the City.
- n. Successful Firm shall provide, at no cost to the City, each Security Officer with a flashlight(s) to be worn on their person during every shift, as part of their issued uniform.

In addition, the Successful Contractor will be responsible for advertising and recruiting qualified Security Officers, training the Security Officers, preparing paychecks, payroll taxes, Social Security and withholding taxes, preparing W-2's, unemployment and workmen's compensation claims and liability insurance. The Successful Contractor will provide a Schedule of Values/Payment Schedule

to the City's Contract Administrator for review and approval, prior to the commencement of work.

Any and all costs incurred in order to perform the Services required by the City of Miami Beach, shall be borne by the Successful Contractor.

A3. Service Types.

3.1 Routine Work (Group A). The Contractor shall provide routine security services. The amount of service hours, officer levels, required service type and duties shall be determined solely by the City in its best interests. Contractor shall, at a minimum, provide Security Officers for the levels, locations and estimated weekly hours as indicated in Appendix D, Estimated Service Hours by Post/Officer Levels.

3.2 Special or Emergency Events (Group B). At the City's discretion additional Security Officers may be requested for special or emergency events. A "special or emergency event" is generally defined by the City as a temporary use on public or private property that would not be permitted generally or without restriction throughout a particular zoning district, and may include any City declared emergency and other unplanned events. "Special or Emergency Events" do not include planned City events such as Federal Holidays, New Year's Eve, Memorial Day Weekend, Independence Day Weekend, and Labor Day Weekend. For planned events, the Contractor shall provide the required personnel at the "Routine Rate" contract price. For Special or Emergency Events, the contractor shall provide personnel at the "Special or Emergency Rate." Any Contractor personnel deployed under Special or Emergency Event circumstances, shall be converted to Routine Rates after three (3) calendar days or as agreed to by the City's contract representative.

In particular, the City has three major annual events for which additional Security Officers are needed. These events are New Year's Eve, Spring Break (late-February through early-April) and Memorial Day. For New Year's Eve, approximately 150 additional officer hours and two (2) additional vehicles have been utilized historically. For Memorial Day, the City has required an additional 4500 officer hours (non-supervisor and supervisor). For Spring Break, the City has required an additional 5,380 hours per week (Level 1 guard) and 384 hours per week (Level 5 Supervisors) to include 3-5 vehicles.

In the event that the Contractor is not able to commit to the necessary coverage of a special event within a 60-day period of the commencement date or is unable to provide emergency coverage, the City reserves the right to seek alternative contractors for these services. Refer to Section 0200, FORMAL SOLICITATIONS TERMS AND CONDITIONS – GOODS & SERVICES (October 27, 2022), Subsection No. 27 Non-Exclusivity.

Security officers Level I and II (unarmed) are utilized for special events. No armed guards are utilized.

Notwithstanding the above, upon approval of the City Manager, the City may negotiate with the Contractor for additional services or rates as dictated by the situation, at the City's sole discretion.

3.3 Overtime. No overtime for either regularly scheduled or special events will be paid by City of Miami Beach for security personnel supplied by the Successful Contractor, unless pre-approved in writing by the City of Miami Beach Contract Administrator, or its designee.

A4. Locations.

It is the intent of the City to award the provision of Security Officers for selected facilities as well as for other facilities as may be required by the City during the term of the contract. Security Officers are needed for a diverse number of posts within the City of Miami Beach to perform a variety of functions and duties. Posts include, but are not limited to, Lincoln Road Mall, City Hall campus, various parking lots and garages, and the Normandy Shores Gatehouse.

The City reserves the right to add or delete sites that need to be covered by Security Officer services.

A5. Response Time.

For routine requirements, Security Officers are generally required on the next calendar day. For special or emergency events, the Contractor shall have a qualified officer present and ready for duty within three (3) hours of request. The City's contract representative and the Contractor may consider and agree upon alternative response times.

A6. Personnel.

The City shall approve all Contractor personnel prior to their assignment to the City. The City reserves the right to interview any prospective Contractor employee prior to the person being assigned to City assignment. The City additionally reserves the right to relieve any Contractor employee from a duty assignment, and/or bar the employee from further service under this solicitation.

6.1 Personnel Requirements and Services

All personnel employed by the selected Bidder(s) to perform duties as a result of this solicitation shall be approved prior to performing said duties. Contractor personnel shall keep active, and possess at all times while on duty, those professional, technical licenses or certificates as required by all Federal and Florida State Statutes. This includes a company-issued photo I.D. Card. All are to be conspicuously displayed at all times while on duty. The selected Bidder shall provide in all instances radio equipped, uniformed Security Officers, and armed if requested, to provide security service at the designated locations.

6.2 Adherence to Law

The selected Bidder(s) shall adhere to all Federal, State, and Local Laws that apply to the provision of Security Officer Services, as a result of this solicitation, as well as those laws that regulate the general public. This shall include, but not be limited to, compliance with Federal Tax Laws (e.g. payment of Federal Withholding Taxes) State of Florida Unemployment Taxes, Workers Compensation Federal Wage and Hour Regulations, Living Wage Ordinance and other applicable laws and regulations.

6.3 Background Checks

Prior to assigning personnel to the City, the Contractor, at no cost to the City, shall perform background checks on its personnel which comply with, at a minimum, Section 1012.465, Florida Statutes. By virtue of submitting a proposal to this RFP, the Contractor fully indemnifies and holds the City harmless for any and all actions and damages resulting from its failure to comply with this requirement. Any findings shall be reported to the City, through its Human Resources Director, who shall have the ultimate discretion to allow or not any Contractor personnel on City property. Additionally, the City may require, at any time (including annual contract anniversary, change in assignment or any other instance for which an additional background check is deemed necessary by the City through its Human Resources Director), that any Contractor personnel submit to additional background screenings as deemed necessary by the City. The Contractor shall reimburse the City for the cost of said background check, plus an administrative fee of 10%).

The City shall have the right to refuse to allow any Contractor personnel to work on City property when it deems that their presence on City property is not in the City's best interest.

6.4 Drug Testing

Prior to assigning personnel to the City, the Contractor, at no cost to the City, shall perform and proposed personnel shall pass a drug test following the protocols outlined in 49 CFR, Part 40. The following panel of ten drugs shall be tested for at the Successful Contractor's expense. Bidder shall bear all cost associated with the initial drug tests. Any findings shall be reported to the City, through its Human Resources Director, who shall have the ultimate discretion to allow or not any Contractor personnel on City property.

The City's current 10-panel drug test and cut-off levels are as follows:

<u>Drug</u>	<u>Initial Test Level</u>	<u>GC/MS Confirm Test Level</u>
<u>Amphetamines</u>	<u>1000 ng/ml</u>	<u>500 ng/ml</u>
<u>Barbiturates</u>	<u>300 ng/ml</u>	<u>150 ng/ml</u>
<u>Benzodiazepines</u>	<u>300 ng/ml</u>	<u>150 ng/ml</u>
<u>Cocaine metabolites</u>	<u>300 ng/ml</u>	<u>150 ng/ml</u>
<u>Marijuana metabolites</u>	<u>50 ng/ml</u>	<u>15 ng/ml</u>
<u>Methadone</u>	<u>300 ng/ml</u>	<u>300 ng/ml</u>
<u>Methaqualone</u>	<u>300 ng/ml</u>	<u>150 ng/ml</u>
<u>Opiates</u>	<u>2000 ng/ml</u>	<u>2000 ng/ml</u>
<u>Phencyclidine</u>	<u>25 ng/ml</u>	<u>25 ng/ml</u>
<u>Propoxyphene</u>	<u>300 ng/ml</u>	<u>150 ng/ml</u>

In the case of an alcohol test, a result of 0.04 or greater constitutes a positive result. A confirmation breathalyzer test shall be administered following the initial test in accordance with the procedures in Title 49 Code of Federal Regulations, Part 40.

6.5 Minimum Licensure and Performance Requirements for All Levels of Security Officers (Group A&B)

- a. Possess a valid Class "D" Security Officer license pursuant to F.S. 493. All officers shall maintain this license on their person at all times while providing service to the City under the Contract.
- b. Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form 1-151, or who presents other evidence from U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.
- c. Shall have a valid State of Florida Driver's license. (Required if Security Officer is assigned to vehicular patrol (e.g. motor vehicles or golf cart).
- d. Shall be at least 21 years of age.
- e. Shall have a high school diploma or a GED. High school diploma or GED shall be from an accredited and verifiable institution.
- f. Successfully pass a test for drug and illegal substance use.
- g. Be able to communicate effectively in English (multilingual preferred).
- h. Ability to write a report in English.
- i. Ability to communicate, provide information and directions in a courteous manner.
- j. Trained and certified in basic first aid and Cardiopulmonary Resuscitation (CPR).
- k. Trained in the use of Automated External Defibrillators (AEDs).
- l. Physically capable of pursuing and detaining individuals who have committed criminal acts.
- m. Pass criminal background checks, FDLE and NCIC III.

In addition, Security Officers shall meet the specific requirements for each level as specified below:

- a. **Security Officer Level I** – An unarmed individual with a Class D license. Minimum one (1) year of experience as a licensed Security Officer.
- b. **Security Officer Level II** – An unarmed individual with a Class D license. A minimum of two (2) years of experience as a Class D Licensed Security Officer or in the military or law enforcement.
- c. **Security Officer Level III** – An armed individual with Class D and Class G licenses. A minimum two (2) years of experience, either as Class D licensed Security Officer, Police Officer, or Military Police are required.
- d. **Security Officer Level IV** - An armed individual with Class D and Class G licenses. A minimum five (5) years of experience, as a Class D licensed Security Officer and two (2) years of experience as a Class G licensed Security Officer or five (5) years of experience as a Police Officer or Military Police are required.
- e. **Security Officer Level V** – An armed or unarmed individual with Class D and Class G licenses. A minimum of five (5) years of experience, either as a licensed Class G, Security Officer, Police Officer or Military Police are required. The individual shall have the ability to supervise, monitor, and regulate Security Officers with Class D and Class G licenses in their performance of assigned duties. This level of Security Officer may be a site supervisor when multiple Security Officers are required present at the same time, to coordinate Security Service efforts.

6.6 Security Officer Levels I-IV Duties

1. Report to work on time and remain on assigned post until relieved or as required.
2. Maintain a professional appearance. Uniforms shall be clean, pressed and include a name tag; shoes polished.
3. Maintain a courteous attitude to the public and City employees at all times.
4. While assigned to a fixed post, patrol of an area or a facility, detect and prevent individuals or groups from committing acts injurious to others or to property.
5. Intervene to terminate injurious acts to persons or to property and detain individuals for further investigation or arrest in accordance the State of Florida's Security Officers Handbook (F.S.S. Chapter 493).
6. Communicate effectively with the public and City of Miami Beach personnel to provide directions and assistance.
7. Conduct patrols in accordance to post orders. Where applicable, a guard tour system shall be used to record and report Security Officers' presence at designated posts.
8. Raise and lower flags at designated times where applicable.
9. Lock and unlock gates and doors at designated times.
10. Turn on and off lights as required.
11. Ensure that only authorized personnel are permitted access to closed or restricted

- facilities or locations.
12. Respond to reports of sick or injured persons and notify appropriate authorities.
 13. Report safety hazards, malfunctioning equipment, spills and other such matters to appropriate individuals.
 14. Monitor and operate fire alarm systems, intrusion detection systems and CCTV systems as required.
 15. Respond to fire/burglar alarms and emergency situations. Evaluate the situation and take appropriate action as prescribed in Post Orders and/or facility emergency procedure/evacuation plan.
 16. Investigate questionable acts and behavior on City property. Question witnesses and suspects to ascertain or verify facts and notify appropriate authorities if warranted.
 17. Operate a vehicle (bicycle, golf cart, motor vehicle) as required.
 18. Maintain daily logs, prepare daily and incident reports.
 19. Provide escorts to City employees and visitors to their vehicles when requested.
 20. Perform any other duties or functions not specifically mentioned above, but which are identified as falling within the scope and responsibilities of a Security Officer's responsibilities.

6.7 Security Officers Level V Duties

In addition to the duties listed above Level V Security Officers shall:

1. Patrol area of assignment and actively supervise all Security Officers under their command.
2. Ensure proper inventory of keys, electronic key cards and supplies.
3. Conduct daily inspections to verify all posts are manned and all Security Officers are fully equipped and in proper uniform.
4. Be knowledgeable of all Security Officer positions and duties.
5. Be knowledgeable of all City/County ordinances related to quality of life issues.

6.8 Personnel Probation

All Security Officers working for the City of Miami Beach are subject to a thirty (30) day probation period. If during this probation period, the City of Miami Beach is not satisfied with the performance of a Security Officer, the City of Miami Beach will notify the Successful Contractor of such performance and the Successful Contractor will replace the Security Officer immediately.

Additionally, the City of Miami Beach reserves the right to demand in writing that the Successful Contractor relieve an employee from a duty assignment, and/or ban the employee from further service under the contract, at the sole discretion of the City of Miami Beach.

Personnel employed by the Successful Contractor are ineligible to work for the City of Miami Beach for the following reasons:

- a. Military conduct resulting in dishonorable or undesirable discharge.
- b. Any pattern of irresponsible behavior including, but not limited to, bad driving or employment record.

6.9 Limitation on Employee-Hours and Assignments

No personnel assigned to the City shall provide more than twelve (12) hours of service, including all break periods, in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period. This limitation may be waived by the City in emergency situations that are beyond the control of the Contractor, (e.g, weather conditions, civil disturbances, natural disasters, etc.) which prevents the next shift from getting to their assignment. Each occurrence will require an individual waiver provided by the City.

6.10 Training

Specialized training may be required to assume the duties and responsibilities of some posts within the City of Miami Beach.

The cost for such training will be considered part of the Successful Contractor's operational expenses and should be considered when proposing an overall hourly rate. While attending training, Security Officers must be paid at the City's living wage rate. Time spent in training, although required, is not billable to the City of Miami Beach. When required, Security Officers must successfully complete training prior to assuming duty under this contract.

Written documentation of having successfully completed the training is to be included in the employee's personnel file.

The Successful Contractor is required to ensure that all Security Officers providing traffic control and code enforcement services are certified by Miami Dade College-Southeast Institute of Criminal Justice at the North - Dade Campus. In addition, Security Officers providing traffic control and code enforcement services would be required to attend training provided by the City related to enforcing City of Miami Beach ordinance and codes.

A7. Special Equipment

As needed, at the request of the City, the Successful Contractor may be required to provide additional licensed and insured off-street motorized carts, Segway vehicles, and bicycles, at an additional cost, as identified in Appendix D.

The Successful Contractor may also be required by the City to provide Security Officers equipped with specialized equipment, including, but not limited to, firearms, Guard Tour systems, Body Cameras, hand-held metal detectors, x-ray screening of packages, walk-through metal detectors, K-9 detection services and other specialized technologies. Such posts or duty assignments shall be requested as needed, and where appropriate, the selected Bidder shall receive additional compensation.

A8. Contractor Furnished Items

The selected Bidder(s) shall provide all working materials necessary for proper performance including, but not limited to, items such bound log books, with preprinted consecutive numbered and lined pages, notebooks, pens, and pencils. The selected Bidder, at no charge to the City, shall supply these materials, unless otherwise specified by the City. All post orders, logbooks, incident reports and records are the sole property of the City of Miami Beach. These records are subject to

inspection by the City at any time. Upon termination of any contract issued as a result of this solicitation and all renewals thereof, the selected Bidder(s) shall surrender all records or documents (e.g., log books and incident reports) to the City within thirty (30) days of the contract termination date.

A9. Communication

The Successful Contractor will be responsible for the following:

a. **Hand-held Radios**

Two-way hand-held radios, licensed for use by the Federal Communications Commission (FCC), will be provided by the Successful Contractor to all on-duty contract Security Officers and supervisors as required, unless otherwise exempted by the City of Miami Beach Contract Administrator.

b. **Central Dispatch**

The Successful Contractor will maintain a centralized dispatching service through use of a local (Miami Beach) base station manned by experienced personnel on a 24- hour per day basis, to include a recorded back-up system. A mobile transmitter/receiver, operated by field personnel, **will not be considered sufficient** to adequately provide such service. Regardless of the physical location of the dispatch service offered, total in-building radio communication coverage within the City limits of Miami Beach is required.

c. **System Quality**

The Successful Contractor will at all times maintain high quality radio communications (transmitting and receiving). The Successful Contractor will be solely responsible for providing and maintaining required system quality, as follows:

1. The Successful Contractor will provide/lease a network of transceivers and repeaters of sufficient strength and capacity to service all areas of Miami Beach.
2. The Successful Contractor must provide/lease an exclusive radio frequency operated exclusively by the Contractor. Radios will have printout identification and emergency capability.
3. The Successful Contractor must implement a program of maintenance and repair for all equipment used in the performance of this contract. Such a program will ensure the optimum performance of all equipment at all times, thereby allowing the system to meet the service requirements and quality standards specified above.
4. The Successful Contractor will ensure that all radio equipment has sufficient operating power at all times during a tour of duty. It is necessary for the Successful Contractor to implement a system by which fresh batteries, adequate supply of flashlights and charged radios are always ready and available.

d. **Evaluation of Radio Communications System**

All aspects of the Successful Contractor's radio communications system will be evaluated by the City of Miami Beach prior to award of Contract. Should the system be judged inadequate to provide service within the contractual standards specified herein, and the Successful Contractor is unable and/or unwilling to make changes deemed necessary by the City of Miami Beach, then the Successful Contractor will be considered non-responsive

to the required Terms and Conditions of this Contract. Likewise, should there be a deterioration of performance during the term of this contract, and the Successful Contractor is unable or unwilling to make the required improvements, the City of Miami Beach may terminate, in accordance with the Termination for Default Clause of this Contract. The City of Miami Beach will address, in writing to the Contractor, any/all identified inadequacies of the required radio communications prior to any termination procedures.

A10. Key Control

The Successful Contractor will establish and implement methods of ensuring that all keys issued to the Successful Contractor by the City are not lost, or misplaced, and are not used by unauthorized person(s). No keys issued the Successful Contractor by the City will be duplicated. The Successful Contractor will develop procedures covering key control that will be included in his/her quality control plan, which will be submitted to the City's Contract Administrator and Procurement Director. The Successful Contractor may be required to replace, re-key, or reimburse the City for replacement of locks or re-keying as a result of Successful Contractor losing keys.

In the event a master key is lost or duplicated, all locks and keys for that system will be replaced by the City and the total cost deducted from the monthly payment due the Successful Contractor.

The Successful Contractor will immediately report a lost key the City's Contract Administrator, but no later than the next workday.

A11. Uniforms

All Security Officers furnished to the City of Miami Beach will be well-groomed and neatly uniformed. Each Security Officer supplied by the Successful Contractor will wear a nameplate bearing the guard's name. Successful Contractor's name will appear either on guard's nameplate or as a patch on the Security Officer's uniform. Uniforms will be readily distinguishable from the City of Miami Beach Police uniforms.

Uniforms must be provided at the contractor's expense or may be charged to the employee (Security Officer), but must not be deducted from the employees' paycheck therefore reducing the hourly pay rate to less than the living wage rate.

A12. Photo Identification

Work hereunder requires Successful Contractor's employees to have photo identification on their person at all times. The City of Miami Beach reserves the right to verify a guard's identity and required credentials.

A13. Records

The Successful Contractor will submit all invoices to the City of Miami Beach containing an itemized employee time record, to include the employee name and hours worked/shift, for the time period identified on the invoice. If applicable, the computerized printout from the guard tour system will accompany the weekly invoices. These printouts will be the same date and time frame of the submitted invoices and submitted in a hard copy or digital (preferred) format.

All correspondence, records, vouchers and books of account, insofar as work done under this Contract is concerned, will be open to inspection by an authorized City of Miami Beach representative during the course of the Contract and for a period of two (2) years after expiration of the Contract. Invoicing for special events separate from regular invoicing submittals.

The Successful Contractor will maintain a personnel file for each employee employed under the Miami Beach contract. At a minimum, this file will, include:

- Personal information of the employee, sex/race/DOB/ and social security number.
- Copies of Florida Driver license, Class "D" Security Officer license and Class "G" Firearms License (if applicable).
- Copies or notification of all disciplinary actions taken by the Contractor or City of Miami Beach to include verbal or written warnings.
- Training records.
- Proof of successful Background Check and Drug Screening.

The City reserves the right to perform an audit(s) of the Successful Contractor's payroll and related records of employees assigned to the City of Miami Beach, in order to ascertain that such employees' records correctly reflect payment received for the specific hours worked for the City. Such audit(s) will be at the discretion and option of the City.

Successful Contractor will be required to provide any and all records in its possession which contain information concerning hours worked and payment received based on the Contractor's invoices to the City of Miami Beach. All required documentation and personnel files will be readily available for inspection by any authorized City of Miami Beach representative, during initial research and during the course of this Contract. Failure to have the required documentation will be deemed as non-compliance to the Terms and Conditions of the Contract.

A14. Performance Penalties

The selected Bidder(s) shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. The City, in its sole discretion, will determine the damages arising from such failure. The City assessment of all Liquidated Damages will be final. Repeated violations or patterns of violations will result in a doubling or tripling of the amount of Liquidated Damages. Subsequent violations will result in a Vendor Non-Performance. Any of these violations may result in selected Bidder's personnel being removed from the post and/or Contract issued as a result of this solicitation at the request of the City. A written notice of a violation and intent to impose liquidated damages shall be provided to the selected Bidder(s) in the form of an Infraction Report. Infraction Reports shall be issued to the selected Bidder(s) promptly by the City, in order to afford the Contractor time to notify the City of extenuating circumstances. The graduation of Liquidated Damages will occur with the involvement of the same facility, selected Bidder's personnel and a pattern of the same incidents at multiple posts (i.e. repeated violations of the same type). Any violations committed by selected Bidder(s)'s personnel may result in the suspension or removal from duty of said personnel at the discretion of the City. Violations that may result in the assessment of Liquidated Damages include, but are not limited to, the following;

Management/Administrative Violations (\$100 per infraction):

1. Not properly equipped for specific detail.

2. No radio or inoperative radio.
3. Failure to fix an inoperative guard tour system or system component.
4. Leaving a post unattended or failure to fill post assignment within one hour of a scheduled assignment or event.
5. Lack of contract supervision.
6. Excessive hours on duty (more than a 10-hour shift if not approved in advance by the Contract Administrator).
7. Utilization of a Security Officer previously suspended from duty by the Contract Administrator.
8. Failure to follow all Vendor Rules and Regulations.
9. Failure to comply with Living Wage payrolls.

Security Officer Violations (\$100 per infraction):

1. Unprofessional appearance or behavior.
2. Inappropriate behavior (reading, lounging, talking and texting on cell phone, etc.)
3. Failing to promptly prepare written reports.
4. Not completing required rounds.
5. Failing to follow post orders.
6. Failure to adhere to City of Miami Beach policies and procedures.

Security Officer Significant Violations (\$250.00):

1. Late for duty.
2. Sleeping on duty.
3. Abandoning post.
4. Failure to report an incident
5. Any action that would cause the City harm, physically, financially, or reputational.

Once a violation is identified and written notification of intent to fine ("Contract Discrepancy Report") is issued to the Successful Contractor. The Successful Contractor will have seven (7) days to provide a written response to the Contract

Repeated violations will be taken as proof of a general incapacity on the part of the Successful Contractor to perform in accordance with contract requirements.

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.

A15. Conservation of Utilities

The Successful Contractor will be directly responsible for instructing employees in utilities conservation practices. The Successful Contractor will be responsible for operating under conditions, which preclude the waste of any/all utilities.

A16. Licenses and Permits

Successful Contractor will abide by all ordinances and laws pertaining to his operation and will secure, at his expense, all licenses and permits necessary for these operations.

A17. Performance Evaluation Meetings

The Successful Contractor will assign a Contract Manager to meet with the City of Miami Beach Contract Administrator regularly and as required. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings will be signed by the Successful Contractor's Contract Administrator and the City's Contract Administrator, and a copy will be forwarded to the Procurement Director. Should the Successful Contractor not concur with the minutes, he will state in writing to the Contract Administrator any areas wherein he does not concur. If for any reason, any Successful Contractor employee is terminated, the Contract Administrator will be advised in writing.

A18. Service Excellence Standards

Excellent Customer Service is the standard of the City of Miami Beach. As contract employees of the City, Security Officers will be required to conduct themselves in a professional, courteous and ethical manner at all times and adhere to the City's Service Excellence standards.

A19. Post Order, Rules and Regulation Manual

The City of Miami Beach will provide to Successful Contractor, for the duration of the contract, the Post Order and Rules and Regulation Manual. Changes to Post Orders, if needed, will be provided by the Contract Administrator through written addendum to these orders. All Security Personnel shall have access to these Post Orders and any updates 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.

Should the City elect to utilize the services of the Security Officers for code enforcement, the City will provide guidance, direction and specific training related to the enforcing of City of Miami Beach City ordinances and codes.

Additionally, the City of Miami Beach reserves the right to have any Security Officer removed from Miami Beach posts for violations of the Post Orders.

A20. Court Appearances

The selected Bidder(s) personnel may be required to testify in various judicial proceedings on behalf of the City. These personnel shall coordinate all Contract-related court appearances with the City when such appearances are required. Any selected Bidder(s) personnel required to make a court appearance shall be remunerated by the selected Bidder(s) at the same hourly rate as would be earned while on duty under any Contract issued as a result of this solicitation and all extensions or renewals thereof, and the selected Bidder(s) shall in turn be remunerated by the City at the stipulated billing rate. The selected Bidder(s) shall invoice for the actual hours the employee spent at court, of whether or not his/her testimony was used and/or provided. (Court delays are common, and multiple appearances by the testifying employee may be required). A copy of the original subpoena shall be submitted with the corresponding invoice. Contract-related Court testimony on behalf of the City shall take priority over all other scheduled duties, and the selected Bidder(s) shall coordinate with the City to ensure that this is done with no impact to daily operations. Contractor's personnel scheduled to testify on behalf of the City, due to their Contract related duties, shall appear for court testimony in full uniform. However, the officer/employee must not appear with chemical weapons, batons, handcuffs or firearms, or other items normally

prohibited by a courthouse.

A21. Special Conditions

1. **TERM OF CONTRACT.** The term of the Agreement resulting from this RFP shall be for an initial term of three (3) years.
2. **OPTION TO RENEW.** The City, through its City Manager, will have the option to extend for one (1) two-year renewal term or two (2) one-year renewal terms at the City Manager's sole discretion. The successful contractor shall maintain, for the entirety of any renewal period, the same cost, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative and not a right of the successful contractor.
3. **COST ADJUSTMENTS.** On or about the anniversary of each contract year, the contractor may request, and the city manager may approve, a cost adjustment based on documented cost increases for the following contract year. Cost adjustments should be limited to changes in the applicable Bureau of Labor Statistics index for the local region or other verifiable evidence of price increases. The Contractor's adjustment request must substantiate the requested increase. The City of Miami Beach, through its city manager, reserves the right to approve a requested adjustment or may terminate the agreement and readvertise for bids for the goods or services.
4. **LIVING WAGE.** Pursuant to Section 2-408 of the City of Miami Beach Code (as currently stated or as may be amended), covered employees shall be paid the required living wage rates (<https://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>). Any payroll request made by the City during the contract term shall be completed electronically via the City's electronic compliance portal.
5. **ADDITIONAL SERVICES.** Services not specifically identified in this request may be added to, or deleted from, any resultant contract upon the contracting parties' successful negotiations and mutual consent and approval by the City Manager.
6. **PROTECTION OF PROPERTY.** The successful contractor will at all times guard against damage to or loss of property belonging to the City of Miami Beach. It is the responsibility of the successful contractor to replace or repair any property lost or damaged by any of its employees. The City of Miami Beach may withhold payment or make such deductions as it might deem necessary to ensure reimbursement for loss or damage to property through negligence of the successful contractor, its employees, or agents.
7. **LICENSES, PERMITS, AND FEES.** The contractor shall obtain and pay for all licenses, permits, and inspection fees required for this project; and shall comply with all laws, ordinances, regulations, and building code requirements applicable to the work contemplated herein. Damages, penalties, and or fines imposed on the City or the contractor for failure to obtain required licenses, permits, or fines shall be borne by the contractor.
8. **EXAMINATION OF SITE RECOMMENDED.** Prior to submitting its offer, it is advisable that the contractor visit the site of the proposed locations and become familiar with any conditions

which may in any manner affect the work to be done or affect the equipment, materials, and or labor required. The contractor is also advised to examine carefully the specifications and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

DRAFT

APPENDIX B

MIAMI BEACH

Cost Proposal Form

Request for Proposals (RFP)
2024-277-KB
Security Officer Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX B COST PROPOSAL FORM

Failure to submit Appendix B, Cost Proposal Form, in its entirety by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the cost proposal form below represent the entire cost of the items in full accordance with the requirements of this RFP, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form (**Appendix B**) shall be completed in its entirety. All corrections on the Cost Proposal Form (**Appendix B**) shall be initialed. Bidder rates are to be inclusive of account/contract manager(s) and any vehicles necessary for the successful Bidder(s) to carry out the duties of the contract with regard to administrative duties, personnel transport and account management.

BIDDER MUST BID ON ALL LINE ITEMS IN GROUP A & B IN ORDER TO BE CONSIDERED RESPONSIVE.

Group A: Routine Work Rates					
Item	Description	*Estimated Quantities (a)	U/M (b)	Proposed Rate (c)	Total Cost = (a_X_c)
1	Security Officer Level I	30,000	Hourly	\$	\$
2	Security Officer Level II	30,000	Hourly	\$	\$
3	Security Officer Level III	8,700	Hourly	\$	\$
4	Security Officer Level IV	12,500	Hourly	\$	\$
5	Security Officer Level V	21,500	Hourly	\$	\$
6	Bicycle – Monthly	8	Each	\$	\$
7	Bicycle – Daily	30	Each	\$	\$
8	Golf Cart – Monthly	4	Each	\$	\$
9	Golf Cart Daily	15	Each	\$	\$
Group A: Sub-Total (Routine Rates)					\$

Group B: Special or Emergency Rates ***					
Item	Description	*Estimated Quantities (a)	U/M (b)	Proposed Rate (c)	Total Cost = (a_X_c)
10	Security Officer Level I	1,000	Hourly	\$	\$
11	Security Officer Level II	1,000	Hourly	\$	\$
12	Security Officer Level III	250	Hourly	\$	\$
13	Security Officer Level IV	500	Hourly	\$	\$
14	Security Officer Level V	800	Hourly	\$	\$
15	Vehicle – Daily Rate	2	Each	\$	\$
16	Bicycle – Daily Rate	4	Each	\$	\$
17	Golf Cart – Daily Rate	2	Each	\$	\$
Group B: Sub-Total (Special or Emergency Rates)					\$
TOTAL COST ** (Group A Sub-total + Group B Sub-Total)					\$

* Estimated quantities are for comparison purposes and are not guaranteed quantities.
 ** The Total Cost shall be utilized to allocate Cost Points in the Evaluation of Proposals.
 ***Special or Emergency Event circumstances, shall be converted to Routine Rates after three (3) calendar days, or as agreed to by the City's contract administrator.

APPENDIX C

MIAMI BEACH

Insurance Requirements

Request for Proposals (RFP)
2024-277-KB
Security Officer Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

MIAMI BEACH

INSURANCE REQUIREMENTS

The vendor shall maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt Vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.
- C. Automobile Liability Insurance covering any automobile, if vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.
- D. Umbrella Liability Insurance in an amount no less than \$4,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.
- E. Liquor Liability Insurance on an occurrence basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence.

Additional Insured – City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the contractor's insurance.

Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A: VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e., FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – The contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER MUST READ:

City of Miami Beach
c/o Exigis Insurance Compliant Services
P.O. Box 947
Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, and exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

APPENDIX D

MIAMI BEACH

Estimated Service Hours by Officer Levels

Request for Proposals (RFP)

2024-277-KB

Security Officer Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Estimated Service Hours

Contractor shall, at a minimum, provide Security Officers for the levels, locations and estimated service hours indicated below.

Estimated Service Hours by Security Officer Levels		
Post	Level	Estimated Weekly Hours
Sector 1	5	168
Sector 2	5	168
Biscayne Point	1	168
Normandy Gate	1	168
Normandy Rover	1	49
Garage 1	1	73
Garage 2	1	73
Garage 3	1	77
Garage 4	1	73
Garage 5, 7, 9	1	71
Garage 12	1	49
13th Street & Ocean Dr.	1	168
14th Place & Ocean Dr.	1	168
14th Street & Ocean Dr.	1	168
15th Street & Ocean Dr.	1	112
Garage G1	1	42
Garage G3	1	36
Garage 5	1	27
Miami Beach Biscayne Beach Supervisor	5	40
Miami Beach Biscayne Beach	1	160
City Hall	5	285
City Hall	1	120
Miami Beach North Building Department	5	40
Old City Hall	1	40
Miami Beach Parking Department G-7 Rover	1	40
Sanitation Detail:	Level	Estimated Monthly Hours
75th & Dickens	1	20
14th & McArthur Causeway	1	20
Spring Break Enhancements:	Level	Estimated Weekly Hours
TBD	1	5380
TBD	5	384