Condensed Title:

Request For Approval To Issue A Request For Proposals (RFP) For Security Guard Services.

Key Intended Outcome Supported:

Maintain crime rates at or below national trends

Supporting Data (Surveys, Environmental Scan, etc.): According to the 2009 Strategic Plan, 90% of the residents responded that they feel very safe or somewhat safe in their neighborhoods during the night.

Issue:

Whether the City Commission should approve the issuance of the RFP?

Item Summary/Recommendation:

At the March 9, 2011 the Mayor and City Commission approved the Administration's recommendation to renew the contract with Security Alliance for two additional one-year terms and issue a Request for Proposals (RFP) by October 1, 2011 for security guard services.

The current Security Guard Contract with Security Alliance expires on April 30, 2012. At the City's sole option and discretion, the contract may be renewed for one (1) additional one-year period.

As a result of today's market conditions, the Administration has consistently elected not to exercise its renewal options, but rather has elected to issue new RFPs. It is the intent of this RFP to use the "Best Value" Procurement process to select a Security Guard Contractor with the experience and qualifications; the ability; capability, capacity; and proven past successful performance in providing high quality unarmed security guard services.

The results of the new RFP process will be compared to the existing contract, to determine if it's in the City's best interest to reject proposals or award a new contract.

APPROVE ISSUANCE OF THE RFP.

Advisory Board Recommendation:

The Finance and Citywide Projects Committee (the Committee) at its January 27, 2011 meeting retroactively approved the first-year renewal of Security Alliance's contract from May 1, 2010 to April 30, 2011; prospectively approved the second-year renewal of Security Alliance's contract from May 1, 2011 to April 30, 2012; and further authorized the issuance of a Request for Proposals (RFP) by October 1, 2011 (six months prior to contract expiration). The Committee also approved the issuance at its September 26, and at its December 6, 2011 meeting, recommended that the results of the RFP process be compared with the existing contract, and if it's not in the City's best interest to award a contract, we can reject all proposals received and renew the existing agreement.

Financial Information:

Source of		Amount	Account	Approved
Funds:	1			
OBPI	Total		A CONTRACTOR OF THE CONTRACTOR	

City Clerk's Office Legislative Tracking:

Gus Lopez, extension 6641,

Sign-Offs:

Department Director	Assistant City Manager	City Manager
SF R RM RM	JGGPDW	JMG_
:\AGENDA\2012\1-11-12\SecurityGi	uardSummary.docx	

T:





City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Matti Herrera Bower and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

January 11, 2012

SUBJECT: REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR PROPOSALS

(RFP) FOR SECURITY GUARD SERVICES.

ADMINISTRATIVE RECOMMENDATION

Approve the issuance of the RFP.

KEY INTENDED OUTCOMES (KIOs) SUPPORTED

Increase resident rating of public safety services; and maintain crime rates at or below national trends.

BACKGROUND

The Finance and Citywide Projects Committee, at its January 26, 2010 meeting, recommended the issuance of a new Request for Proposals (RFP) for Security Guard Services and that the following information be incorporated as part of the RFP:

- 1. Training as an evaluation criteria;
- 2. Financial stability as requirement of the Successful Contractor; and
- 3. Language which states that the Living Wage rates are under review and is subject to change.

At its March 10, 2010 meeting, the Mayor and City Commission approved the issuance of an RFP for Security Guard Services.

The RFP was posted on BidSync and the Procurement's City website on March 10, 2010, with an original bid opening date of April 9, 2010. The bid was also advertised on the March 12, 2010, Daily Business Review publication.

A pre-proposal submission meeting was held on March 25, 2010, at which 42 interested agencies attended (includes telephone call-in).

At the May 20, 2010 Finance and Citywide Projects Committee, the deadline for submission of the proposals for the RFP for security guard services was extended to allow for an analysis on paid time off for employees covered by the Living Wage Ordinance, and the possible inclusion of paid time off in the RFP requirements. Subsequently, the RFP opening date was postponed.

Commission Memo Unarmed Security Guard Services RFP January 11, 2012 Page 2 of 15

The Finance and Citywide Projects Committee at its January 27, 2011 meeting, retroactively approved the first-year renewal of Security Alliance of Florida's ("Security Alliance") contract from May 1, 2010 to April 30, 2011; prospectively approved the second-year renewal of Security Alliance's contract from May 1, 2011 to April 30, 2012; and further authorized the issuance of a Request for Proposals (RFP) at least six (6) months prior to the expiration of the current contract.

The Mayor and City Commission at its March 9, 2011 meeting, approved the Finance and Citywide Projects Committee's recommendation, to exercise the first and second renewal option for the unarmed security services contract with Security Alliance and to issue a Request for Proposals (RFP) for the Security Guard Services Contract at least six (6) months prior to the expiration of the current contract.

The Finance and Citywide Projects Committee at its September 26, 2011 meeting, discussed an investigation that involved Security Alliance and "Rooms To Go" employees. After being briefed by the City Attorney's Office, the Committee's recommendation was to issue the RFP immediately. Subsequently, the item to approve the issuance of an RFP for Security Guard Services was presented to the Mayor and City Commission at its October 19, 2011 meeting, at which time it was referred to the Finance and Citywide Projects Committee ("the Committee") meeting, December 6, 2011 for further discussion. At its December 6, 2011 meeting, the Committee recommended that the results of the RFP process be compared with the existing contract, and if it's not in the City's best interest to award a contract, we can reject all proposals received and renew the existing agreement

CONTRACT TERM

Contract No. 34-05/06, was awarded to Security Alliance on April 2, 2007, with an effective date of May 1, 2007. The contract's basic term expired on April 30, 2010, and has been renewed for two additional one-year terms set to expire April 30, 2012. At the City's sole option and discretion, the contract may be renewed for one (1) additional one-year period through April 30, 2013.

As a result of today's market conditions, the Administration has consistently elected not to exercise its renewal options, but rather has elected to issue new RFPs. It is the intent of this RFP to use the "Best Value" Procurement process to select a Security Guard Contractor with the experience and qualifications; the ability; capability, capacity; and proven past successful performance in providing high quality unarmed security guard services.

The results of the new RFP process will be compared to the existing contract, to determine if it's in the City's best interest to reject proposals or award a new contract.

EVALUATION CRITERIA

The Evaluation Committee appointed by the City Manager will review all responsive proposals received and score and rank the Contractors based on the following criteria:

- 1. The experience and qualifications of the Contractor (35 points);
- The experience and qualifications of the Management Team (20 points).
- 3. Past performance based on number and quality of the Performance Evaluation Surveys (10 points); and

Commission Memo Unarmed Security Guard Services RFP January 11, 2012 Page 3 of 15

- 4. Financial Strength as evidenced by financial statements (10 points);
- 5. Total cost (25 points).

FINANCIAL STATEMENTS

The selected Contractor shall have a minimum "A" rating from Standard & Poor or Moody's as of the due date of this RFP, if the company has a rating by either of those agencies. If the selected Contractor has no such rating because it is a non-profit entity or it is a non-stock organization and it has no long-term debt, then the selected Proposer shall submit financial statements showing a strong financial position, including strong asset to liability ratio, to be determined by the City. Additionally, the Successful Contractor must provide the City with a 100% Performance Bond.

COST PROPOSAL

The billing rate quoted shall include full compensation for labor, equipment use, travel time, hiring of security guards and any and all cost associated to the proposer in order to provide the City of Miami Beach with a Best Value Contract for Unarmed Security Guard Services.

Contractors will be asked to submit cost information based on the following:

DESC	<u>RIPTION</u>	¹ EST. HOURS	BILLING RATES	<u>TOTAL</u>		
UNAR	MED GUARDS	130,000/year	\$/hou	r \$		
SUPE	RVISORS	30,000/year	\$/hou	r \$		
			GRAND TOTA	AL \$		
ADD ALTERNATES BILLING RATE				BILLING RATE		
1.	Issuance of warnings and violations as the City determines to be warranted to include:					
	a. dog off leash lawsb. pooper scooper lac. littering.			\$/violation \$/violation \$/violation		
2.	Appearance of security guards and/or supervisors at Special Master Hearings when needed in support of the City's efforts to ensure compliance with City Code.					
	a. Security Guardb. Supervisor			\$/appearance \$/appearance		
3.	Guards certified in tra	ffic control procedures		\$/hour		

¹ The City is not guaranteeing the number of hours and will reserve the right to adjust hours either up or down on an "as needed" basis.

Commission Memo Unarmed Security Guard Services RFP January 11, 2012 Page 4 of 15

4.	Issuance of warnings and violations as the City determines to be warranted to include:					
	a. Skateboarding on Lincoln Roadb. Skateboarding and Bicycle riding on the Boardwalk	\$ \$	/violation /violation			
5.	Taking photographs of violations as the City determines to be warranted.	\$	/photograph			
6.	Costs associated with additional vehicle(s)	\$	/vehicle			
The C	city reserves the right, at its sole discretion, to select ates.	none,	any, or all Add			

MINIMUM REQUIREMENTS / QUALIFICATIONS

- a) The Security Guard Contractor shall submit incorporation or other business entity/form documentation with their proposal. Contractor shall have provided continuous and successful security guard services for a minimum of five (5) years.
- b) The Security Guard Contractor must provide a drug and alcohol free workplace.
- c) The Security Guard Contractor must have a proven track record of paying its employees as regularly scheduled. Security Guard Contractors who have failed to pay its employees on time will be disqualified and not receive any consideration.
- d) The minimum requirements of the Unarmed Security Guards are as follows:

UNARMED SECURITY GUARDS

- a. A minimum of 40 hours of training as required by the State of Florida Department of Licensing pursuant to Section 493.6123 (1) F.S., and must possess a Florida Class "D" License and a minimum of 16 hours of site-specific training at their assigned post.
- b. Specialized training, as requested by the City of Miami Beach Police Department, on an as needed basis per post assignments (e.g. building evacuations, hurricane evacuations, training, traffic control, etc.).
- c. Pass a Florida Department of Law Enforcement (FDLE) criminal background check.
- d. Ability to write a report to document incidents as required.
- e. Ability to follow all the terms and conditions in the City of Miami Beach Post Order Bid Manual.
- f. Ability to speak English (multilingual desirable) and write all reports in English.
- g. Ability to communicate, provide information, and gives directions in a courteous matter to tourists and residents.
- h. Pass a drug screening test.
- i. Ability to respond to and take command of emergency situation.
- j. Ability to provide effective access control and maintain a safe and secure environment.
- Ability to provide protection with professionalism.

Commission Memo Unarmed Security Guard Services RFP January 11, 2012 Page 5 of 15

- I. Ability to provide a professional level of personal interaction services.
- m. Trained and certified in first aid and rendering Cardiopulmonary Resuscitation (CPR).
- n. Physically capable of pursuing and detaining individuals who have committed criminal acts.
- o. Have a minimum of 6 months of security officer experience, law enforcement or equivalent military training.
- p. Ability to issue written warnings and code citations as City determines it is warranted.
- q. Ability to take photographs and document violations and incidents as required.

SCOPE OF SERVICES

The Successful Contractor will provide the following:

- A minimum of three (3) roving shift supervisors equipped with an automobile on duty within the City limits of Miami Beach at all times. The supervisors will be able to respond to any site within 15 minutes. A list must be submitted in writing, identifying the name(s) of each roving shift supervisor, and all security personnel under their supervision, to the Miami Beach Police Department (MBPD), Contract Administrator.
- A written street/park lighting report, where applicable, forwarded to the MBPD within 48 hours of any "lights out" occurrence.
- All drug screening, background checks, and psychological testing of employees assigned to Miami Beach posts at the Successful Contractor expense.
- All sensors/readers at contracted posts to ensure that security officers are
 making required rounds at assigned frequencies and times and provide a weekly
 computerized printout downloaded from sensors installed at each post to the
 Police Department. The location of the sensors will be submitted to the MBPD for
 approval.
- A supervisor, who will be required to meet with the MBPD, authorized representative, upon request.
- All uniforms, radios, firearms, rain gear, traffic vests, tools and equipment necessary to perform the required security services in accordance with the bid documents.
- Uninterrupted services under all conditions, to include but not limited to the threat
 of a strike or the actually to the threat of a strike or the actuality of a strike,
 adverse weather conditions, a disaster, or emergency situations, at the agreed
 upon hourly contractual rate.
- Compliance by their personnel assigned to City of Miami Beach posts with the Security Contractor's Post Order and Rules and Regulations Manual.
- Any holiday and sick-time pay to assigned personnel.
- A written quarterly statistical analysis report of security incidents forwarded to the City of Miami Beach Police Department on a quarterly basis.
- Certify in writing, the names of all employees who will provide security services to the City of Miami Beach, of which will have a valid Florida Armed Security Guard Licenses (D) and G). Copies of State license(s) will be keep in employee personnel file for immediate viewing if necessary and produced in hard copy

Commission Memo Unarmed Security Guard Services RFP January 11, 2012 Page 6 of 15

within five business days (excluding weekends and holidays) upon receipt of request from the MBPD.

The City reserves the right to take any action necessary to ensure that the security forces are fully staffed in order to protect the City of Miami Beach property, personnel, and assets. This may include contractual arrangements with others contractors for the purpose of obtaining additional resources in the event that the Successful Contractor cannot perform.

If such arrangements are deemed necessary, then the Successful Contractor may, at the sole discretion of the City of Miami Beach, be terminated, and any cost incurred by the City of Miami Beach may be withheld from funds owed to the Successful Contractor.

The City of Miami Beach reserves the right to an employee from a duty assignment, and /or bar the employee from further service under this Contract.

The Successful Contractor will be responsible for advertising and recruiting help, training the security guards, preparing paychecks, payroll taxes, Social Security and Withholding taxes, preparing W-2's, Unemployment and Workmen's Compensation claims and liability insurance.

The obligation of the City of Miami Beach will be solely to compensate the Successful Contractor for the number of hours provided monthly in accordance with the contract price schedule. 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.

Should the Successful Contractor be asked to provide additional coverage and support for major events, or emergencies, and the Successful Contractor cannot provide the additional coverage/support with its own employees, then the Successful Contractor must request in writing that the City approve its sub-contractor, and the City Manager or designee, will reserve its right approve the sub-contractor prior to any sub-contracting or performance of any work.

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. The computerized printout from the downloaded sensors will accompany the weekly invoices. These printouts will be the same date and time frame of the submitted invoices.

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.

The Successful Contractor will maintain accurate and complete records of personnel criteria, training criteria and biographical data of all personnel affiliated with this Contract. The Successful Contractor will keep on file a separate personnel file for each employee employed under the Miami Beach contract. This file will specifically, along with the above mentioned criteria, include:

Commission Memo Unarmed Security Guard Services RFP January 11, 2012 Page 7 of 15

- Personal information of the employee, sex/race/ DOB/ and social security number.
- Copies of Florida Drivers license and security guard class "D" license.
- Copies or notification of all discipline actions taken by the vendor or City of Miami Beach. This will include all verbal or written documentation of warnings or discipline.
- Proof of successful Background Check, Drug Screen, and Polygraph examination.

The City reserves the right to perform audit investigations of the Successful Contractor payroll and related records of employees assigned to the City of Miami Beach to ascertain that such employees' records indicate payment received for the specific hours worked for the City. Such audit will be at the discretion of and at the option of the City.

Successful Contractor will be required to provide any/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.

Each guard must have their individual "D" and "G" license in their possession while performing work for the City of Miami Beach, and if operating a vehicle have a valid driver's license.

WORK FORCE AND WORK ASSIGNMENTS

Unarmed security guards will be provided to work various locations, including patrolling numerous City of Miami Beach facilities. All Security Guards will be required to carry 2-way radios and electronic scanner wards unless specifically exempted by the City of Miami Beach Contract Administrator.

REGULAR SECURITY OFFICER DUTIES

- All security personnel furnished by the Successful Contractor to Miami Beach will be required to monitor the facilities by walking the Facility, riding a golf cart and/or whatever other means the City of Miami Beach considers best for each facility and/or location.
- All security personnel furnished by Successful Contractor to the City of Miami Beach will provide all phases of building and personnel security, personal property protection and vehicle protection, both within and out of the facility. This will include, but not limited to, making rounds and clock rounds of assigned areas and key locations; checking lights; assuring locks of gates and doors.
- 3. The Successful Contractor's personnel will take proper steps to prevent unauthorized entrance and access to the Facility or contents thereof.
- 4. While fulfilling regular security duties, Successful Contractor's personnel may detain any person using reasonably necessary measures, in or about the premises, until

Commission Memo Unarmed Security Guard Services RFP January 11, 2012 Page 8 of 15

said personnel is able to turn such person(s) over to the police.

- 5. Reporting in detail daily reports to employee's Supervisor verbally and in writing, in a prescribed manner, regarding the performance of his/her shift and special reports regarding any problems or incidents occurring during his/her shift of all unusual situations and circumstances. Such daily reports will be submitted to the City of Miami Beach on a weekly basis.
- Conducting and/or undertaking initial incident investigations and submitting appropriate detail reports to the City of Miami Beach without undue delay. Special incident reports will be submitted to the City of Miami Beach the following business day.
- 7. All security personnel furnished to City of Miami Beach will give instructions or information to visitors upon request, or direct them to the appropriate administrative office if any questions cannot be answered. Security personnel will, escort from time to time, patrons to their vehicles at patron's request.
- 8. Utilizing their two-way radio, security personnel must contact their supervisor or their base station, which can contact and dispatch police if the need arises.
- The Successful Contractor and their assigned personnel will follow all terms, conditions, and procedures as outline in the attached "Post Orders for the City of Miami Beach Security Guard Contracts.
- 10. Responding to alarms, suspicious activities, fires, injuries, security incidents or any emergency situation.
- 11. Performing any other duties or functions not specifically outlined or set forth above but which are identified as falling within the scope and realm of a security officer's responsibilities.
- 12. The Successful Contractor will provide an adequate supply of flashlights and batteries, raingear, uniforms, clipboards and any other personnel equipment required for the Security Guard to perform their duties.
- 13. The Successful Contractor will provide all related forms, pencils, pens and miscellaneous office supplies.
- 14. All equipment utilized by the Successful Contractor in the execution of this contract shall be maintained by the Successful Contractor.
- 15. All Successful Contractor personnel will read, understand and follow the attached "Current Security" Posts for the City of Miami Beach Security Guard Contracts.

SUPERVISOR DUTIES *

The Successful Contractor's supervisors in charge of its employees to the City of Miami Beach shall:

- 1. Review the day or night activities and report in writing to the proper City of Miami Beach authorities any unusual incident.
- 2. Ensure proper inventory of keys, electronic key cards and supplies.
- Coordinate with proper City of Miami Beach designees all security operations and services for regular and event assignments to insure that all are properly

Commission Memo Unarmed Security Guard Services RFP January 11, 2012 Page 9 of 15

staffed. In some instances, this requires daily contact with City of Miami Beach staff to learn of authorized activities.

- 4. Conduct daily visual inspection of assigned personnel verifying all post are manned and all security guard are fully equipped and in proper uniform. Additional locations may be added and some existing locations may be deleted from service requirements.
- 5. Install scanner buttons where directed by the City of Miami Beach Contract Administrator.
- Provide weekly downloads of all the City of Miami Beach Posts where scanner buttons are installed. The downloaded information will accompany the weekly invoices.

SERVICE LOCATIONS AND ASSIGNMENT HOURS

See Attachment A - "Post Orders for City of Miami Beach Security Contracts" for locations/shifts requiring service. It will be the sole discretion of the City of Miami Beach as to locations, number of guards, and hours of services needed. The City of Miami Beach reserves the right to add other possible locations and to change the required hours of service during the term of the Contract.

OVERTIME

No overtime for either regularly scheduled or special event guards will be paid by City for security personnel supplied by the Successful Contractor unless pre-approved by the Police Department Contract Administrator.

PERSONNEL PROBATION

The City's Contract Administrator or designated representative personnel may observe each employee of the Successful Contractor for a period of thirty (30) consecutive days. If during this probation, the City of Miami Beach is not satisfied with the performance of that employee, the City of Miami Beach will notify the vendor of such performance and the vendor will replace such employees 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 must not be employed by the Successful Contractor under the Contract if they have currently or have in the past been involved in:

- a. Military conduct resulting in dishonorable or undesirable discharge.
- b. Any pattern of irresponsible behavior, including but not limited to unreasonable driving or a problem employment record.
- c. Personnel employed by Successful Contractor to provide services for the City of Miami Beach must successfully complete a polygraph examination, to be conducted at the Successful Contractor's expense, prior to assignment, and whose minimum testing parameters will include:

Commission Memo Unarmed Security Guard Services RFP January 11, 2012 Page 10 of 15

- 1. Nature of discharge from military service.
- 2. Substance abuse (drug and alcohol).
- 3. Child abuse and/or molestation.
- 4. Convictions (misdemeanors and/or felony).
- 5. Dismissal other than layoff.

UNIFORMS

All security personnel furnished to the City of Miami Beach will be well groomed and neatly uniformed. Each guard 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 guard's uniform. Uniforms will be readily distinguishable from the City of Miami Beach Police uniforms.

TRAINING

The Successful Contractor is required to provide training to all field personnel in order that the City of Miami Beach may be assured said personnel are capable of assuming the responsibilities of respective assignments.

The cost for such training will be considered as a part of the Successful Contractor's operational expenses and should be considered when proposing overall hourly rate. The time spent by staff in such a program, though required, is not billable to the City of Miami Beach. All security personnel are to successfully complete and pass such training course prior to assumption of duty under this contract. This training course, to be developed or made available by the Successful Contractor, is to include minimum requirements for subject matter and hours of instruction, and must be approved by the City of Miami Beach. The City of Miami Beach evaluation of proposed training will include, but not be limited to, previews of techniques and methods of instruction, quality of instructions, motivation, adequacy of classroom and supportive adjunct training materials, test content, and individual retentiveness.

All formal training is to be administered by persons, corporations, and/or institutions that have been expressly approved by the City of Miami Beach. A written certification of each employee's training will be made available as part of the employee's personnel file. The Successful Contractor's supervisors must have also completed required training and worked for six (6) continuous months as an actual guard; additionally, basic supervisory skills are required, as well as an overall knowledge of operations, locations, etc.

The Successful Contractor is required to ensure that all security guards providing traffic control services are certified.

ASSIGNMENT OF CONTRACT

Successful Contractor will **not** assign, transfer, convey or otherwise dispose of the Contract, or of any or all of its rights, title or interest therein, or its power to execute such Contract to any person, company or corporation without prior **written consent of the City of Miami Beach**.

PROTECTION OF PROPERTY

The Successful Contractor will at all times guard against damage to or loss of property to the City and will replace or repair any loss or damage unless the damage is caused by The Commission Memo Unarmed Security Guard Services RFP January 11, 2012 Page 11 of 15

City of Miami Beach, another Successful Contractor and/or contractors. The City of Miami Beach may withhold payment or make such deductions as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the Successful Contractor, its employees or agents.

EXPENDITURES

The Successful Contractor understands that any expenditure that it makes, or prepares to make in order to perform the Services required by the City of Miami Beach, is a business risk which the Successful Contractor must assume.

FINES

Fines may be imposed on the Successful Contractor for violations by its personnel by deducting the amount of the fine from a subsequent invoice for that location. Notice of a violation and the intent to impose a fine will be given to the Successful Contractor by sending a copy of the site representative's report, through the Contract Administrator, promptly after the site representative submits it. This allows the Successful Contractor time to bring any extenuating circumstances to the site and contract administrator's attention. All fines are assessed by the City of Miami Beach Contract Administrator, whose decisions are final.

Violations that may result in a fine includes but are not limited to those listed below. Fines imposed will be \$100.00 per infraction.

Management/Administrative Violations:

- Not properly equipped for specific detail;
- 2. No radio or inoperative radio;
- 3. No scanner wand, improper scanning buttons, failure to fix inoperative scanning Buttons;
- 4. Leaving an abandoned post unattended or failure to fill post assignment within one and one half (1-1/2) hours of scheduled event;
- 5. Lack of contract supervision;
- 6. Excessive hours on duty (more than 10 hour shift not approved in advance by the Contract Administrator;
- 7. Assigning any guard previously suspended from duty by the Contract Administrator;
- 8. Failure to follow all Vendor Rules and Regulations; and Incidents where Vendor Rules and Regulations where discipline was insufficient.

Violations that may result in a fine include but are not limited to those listed below. Fines imposed will be **\$100.00** per infraction.

Security Officer Violations:

- 1. Inappropriate behavior (reading, lounging, inattention, etc.);
- Failing to make a report promptly:
- Improper clock rounds;
- 4. Failing to follow post orders;
- 5. Improper or badly soiled uniforms;
- 6. Acts of theft or vandalism; and
- 7. Failure to adhere to City of Miami Beach policies, procedures and locations

Commission Memo Unarmed Security Guard Services RFP January 11, 2012 Page 12 of 15

guidelines.

Security Officer Significant Violations (\$250.00):

- 1. Late for duty;
- 2. Sleeping on duty;
- 3. Abandoning post;
- 4. Participating or attempting to; in any criminal act; and
- 5. Any action that would cause the City harm, physically, financially, or in repetition.

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

PRE-AWARD INSPECTION OF FACILITY

The Successful Contractor will have the personnel, equipment and organization necessary to satisfactorily provide the services required in this contract to include, but not limited to:

- Performing required background checks on all guards and to provide all required training and supervision. Successful Contractor will provide written documentation, which states in detail, that these requirements have been met, prior to the assignment of security personnel.
- Radios are to be utilized by all assigned security personnel. The Successful Contractor will maintain a South Florida office with supervisory personnel reachable by telephone (only) on a 24-hour basis.

COMMUNICATION SYSTEM

The Successful Contractor will be responsible for the following:

1. 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 accepted by the City of Miami Beach Police Department Contract Administrator.

2. SUCCESSFUL CONTRACTOR CENTRAL DISPATCH

The Successful Contractor will provide a centralized dîşpatching service through use of a stationary base station manned by experienced personnel on a 24-hour per day basis, to include a taped back-up system. A mobile transmitter/receiver, operated by field personnel, **will not** be considered sufficient to adequately provide such service.

Successful Contractor personnel must be available at the Central Dispatch Station who has the ability and authority to take immediate action on behalf of the Successful Contractor, as required. The Successful Contractor will provide the names, with all pertinent information of these assigned personnel, to the City's Contract Administrator.

SYSTEM QUALITY

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

- The Successful Contractor will provide/lease a network of transceivers and repeaters of sufficient strength and capacity to service all sites specifically identified in this Invitation to Bid.
- 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 to be 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.

The Successful Contractor will ensure that all radio equipment has sufficient operating power at all times during a tour of duty. It may be necessary for the Successful Contractor to implement a system by which fresh batteries, adequate supply of flashlights or charged radios, are delivered to the posts in order to meet this requirement.

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, and prior to any termination procedures.

PROVIDED BY THE CITY OF MIAMI BEACH

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.

PERFORMANCE OF CONTRACT

This contract may be terminated upon thirty days written notice to the Successful Contractor due to lack of performance and after Successful Contractor fails to correct deficiencies after written notification.

Commission Memo Unarmed Security Guard Services RFP January 11, 2012 Page 14 of 15

Performance items include, but are not limited to the following:

- A. Security Guard timeliness in responding to assigned post;
- B. Security Guard dressed incomplete uniform, to include (serviceable radio, fire arm, etc.);
- Security Guard completion of all assignments, in a timely manner;
- D. Successful Contractor not providing required training to all assigned security guards;
- E. Successful Contractor not providing the required trained supervisory personnel:
- F. Successful Contractor to ensure compliance of Miami Beach Security Contractor's Post Orders Manual;
- G. Successful Contractor reporting of any/all missing City supplies, equipment, property; and
- H. Excessive non-compliance incidences.

Additionally, the City of Miami Beach reserves the right to have any security guards removed from Miami Beach assigned posts for violation of the Post Orders Manual. The City of Miami Beach Police Department will not pay Successful Contractor billing charges for times in excess of thirty (30) minutes between security officer rounds made between sensors, unless there are extenuating circumstances or this requirement is waived by the City of Miami Beach Police Department on a post by post basis.

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.

PERFORMANCE EVALUATION MEETINGS

The Successful Contractor will assign two (2) Contract Managers to meet with the City of Miami Beach Contract Administrator on a daily basis, if required. Regularly scheduled meetings will be held on a monthly basis. Additionally, a meeting will be held whenever a Contract Discrepancy Report is issued by the City Contract Administrator.

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 Procurement Director any areas wherein he does not concur-

Fine assessment procedure

Once a violation which has the possibility of a fine assessment 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 CMB Contract Administrator.

The Contract Administrator will review all written documents, conduct a cursory investigation if the needed and a final determination will be forwarded to the Successful Contractor and the CMB Procurement Dept. Security Contract Administrator's decision is final.

Commission Memo Unarmed Security Guard Services RFP January 11, 2012 Page 15 of 15

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 to 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 will report the occurrence of a lost key immediately to the City's Contract Administrator but no later than the next workday.

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.

FIRE AND SECURITY

Successful Contractor is to comply with all fire regulations and is responsible for securing the buildings during and after clean up. The City may have security personnel on duty during night cleaning hours.

SERVICE EXCELLENCE STANDARDS

Excellent Customer Service is the standard of the City of Miami Beach. As contract employees of the City, security guards 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

PHOTO IDENTIFICATION

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

If for any reason, any Successful Contractor employee is terminated; the Police Department Contract Administrator will be advised in writing.

CONCLUSION

The Administration recommends the issuance of the RFP for Security Guard Services with the scope of services; evaluation criteria; and other provisions as set forth in this memo.

JMG/CN/JGG/RM/SF/GL

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"ATTACHMENT A"

SECURITY CONTRACT GENERAL POST ORDERS

I TYPE OF POSTS

This is an Unarmed Security Officer Post.

II HOURS OF COVERAGE

1. PARKING DEPARTMENT

- a. Two security supervisors 24/7.
- **b.** Two security office officers, one posted at 7th street garage office, one posted at 17th street garage office, 24/7.

2. POLICE DEPARTMENT

- a. One security supervisor per shift.
- **b.** One or more guards patrolling (depending on location and hours)
- **c.** At any of the 14 city location (parking not included-see parking post orders).

III EQUIPMENT REQUIRED

- 1. Current State of Florida "D" license, properly displayed.
- 2. Complete Company issued Uniform and ID card.
- 3. Incident Report Form.
- 4. Company-issued Radio.
- 5. Flash Light.
- 6. Deggy Wand.
- 7. One vehicle per Rover Supervisor

IV SPECIFIC POST ORDERS (Primary Orders)

SECURITY FUNCTIONS, REQUIRED SKILLS AND TOOLS

Security Guards have to maintain the following functions:

- Observe, Report and Document any safety concerns / issues including but not limited to customer complaints regarding property loss or damage and personal injury.
- 2. Enforce various city quality of life ordinances.
- 3. Address homeless issues and have working knowledge of applicable laws.
- 4. Provide traffic control as directed. (Police Department guards only)
- 5. Control access in and out of parking garages and lots. (Parking Department guards only)

Required Skills:

- Ability to communicate effectively in the English Language, provide information and give directions in a courteous manner to tourist and residents.
- 2. Ability to provide protection with professionalism.
- 3. Ability to write in clear legible fashion in the English Language.
- 4. Ability to carry out instructions.

- 5. Full understanding of proper safety conditions within a parking structure. This will include but are not limited to:
 - a. Lighting
 - b. Elevators
 - c. Emergency Doors
 - d. Emergency Lights
 - e. Cleanliness
 - f. Foreign Objects
 - g. Suspicious Activity
- 6. Full understanding of proper safety conditions in and around assigned area (Police Department). This will include but are not limited to:
 - a. Lighting
 - b. Suspicious persons and activity
 - c. Emergency doors and lights (if assigned to a building)
- 7. Full understanding of emergency procedures. This will include but are not limited to:
 - a. Robbery/In Progress
 - b. Battery/Assault
 - c. Sick or injured person
 - d. Personal and Property Injury
 - e. Fire
 - f. Flooding

Tools:

- 1. Security Vehicle
- 2. Vehicle Inventory Form
- 3. Log-book
- 4. Open Lot Access Form
- 5. Maintenance Check List Form
- 6. CCTV video cameras
- 7. Bicycle equipped with proper lighting and rider with a helmet. "Security" must be affixed to the back of uniform jacket or shirt worn by rider.
- 8. Incident Form
- 9. Two Way Radios
- 10. Deggy wand
- 11. Reflective traffic vest to be worn when directing traffic.
- 12. Any other tool(s) deemed appropriate or necessary.

SECURITY GUARDS OFFICE POSITION - PARKING DEPARTMENT

Two locations require an office guard to be posted at the office at all times, the 17th street garage and the 7th street garage. The guards are responsible of the following:

- 1. Monitor and report all activities in the office and surrounding area.
- 2. Log money bag #, cashier name, supervisor name and ensure that bag is dropped in available safe deposit box.
- 3. Answer the phones and intercoms, log and convey any messages.

- 4. Monitor and convey any maintenance or incidents to the City of Miami Beach on duty supervisor.
- 5. Monitor garage counts; convey information to Labor Contractor supervisor and City of Miami Beach on duty supervisor.
- 6. Monitor CCTV cameras, report / log any incidents to City of Miami Beach on duty supervisor.
- 7. Monitor / Review daily vehicle inventory.
- 8. Control secure access into the office.

SECURITY GUARD OFFICER POSITION - POLICE DEPARTMENT

- 1. Monitor and report all suspicious activities to supervisor and police.
- 2. Respond to all calls for service.
- 3. Complete written report of any enforcement action taken and of any incident that took place during officer's shift.
- 4. Monitor and report any city observed city maintenance issue to immediate supervisor and or the appropriate city department and document same.
- 5. Provide assistance to city on duty police supervisor to include traffic control and specific security detail.
- 6. Maintain key control as appropriate to a given assignment.
- 7. Control secure access to a building or structure as appropriate to an assigned post.
- 8. Enforce city / county quality of life ordinances as directed

SECURITY SUPERVISOR POSITION - PARKING DEPARTMENT

We have seven garages that are patrolled by two security supervisors 24 hours 7 days a week. The supervisors are responsible of the following:

- 1. Patrol all garages as directed by the city for any suspicious activity.
- 2. Supervise the two office positions.
- 3. Inspect / Patrol the stairwells and document and report the city of any problems.
- 4. Inspect / Patrol all garage levels for homeless activity, proceed to escort out of the building and document and report to the city.
- 5. Do vehicle inventories at night as requested by the city.
- 6. Be knowledgeable of all security guard office position duties.
- 7. Fill out and report trip sheet activity report to the city.
- 8. Document and report any incidents that took place during officers shift.
- 9. Maintain constant communication with City on duty supervisors via two way radios.
- 10. Provide assistance to city on duty supervisor to include, traffic control and specific security detail.

SECURITY SUPERVISOR POSITION - POLICE DEPARTMENT

The supervisor must be able to perform all the duties of the security guard but additionally be able to:

 Patrol area of assignment and actively supervisor all officers under command.

- 2. Ensure all on duty officers have a valid security license on their person and that their company identification cards are being properly displayed at all times.
- 3. Ensure that all officers are wearing a uniform appropriate to his / her assignment and that they present a neat and professional image at all times.
- 4. Ensure that all tools and equipment used by subordinates are in proper working condition.
- 5. Be knowledgeable of all security officer position and duties.
- 6. Document and report any incident that took place during an officer's shift.
- 7. Maintain constant communication with subordinates via two way radios.
- 8. Be knowledgeable of all city /county ordinances as applicable to quality of life issues.
- 9. Respond and take command of emergency situations.
- 10. Be trained in and be able to effectively perform CPR.
- 11. Be capable of pursuing and detaining individuals who have committed criminal acts.