



REQUEST FOR PROPOSALS

SECURITY GUARD SERVICES FOR THE NORTH MIAMI E. MAY AVIL PUBLIC LIBRARY RFP No. 01-17-18

ADVERTISEMENT DATE

FRIDAY, JANUARY 12, 2018

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

FRIDAY, JANUARY 26, 2018 BY NO LATER THAN 3:30PM (LOCAL TIME)

BID SUBMITTAL DEADLINE

WEDNESDAY, FEBRUARY 14, 2018, BY NO LATER THAN 3:30PM (LOCAL TIME)

AT

CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FL 33161-4116

The responsibility for submitting a response to this Solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Respondent. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this Solicitation may be obtained by contacting DemandStar via Onvia at www.demandstar.com or calling toll free 1-800-711-1712 or may be downloaded from the City's Purchasing Department website at http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

Contact Person: Marie Charles, Purchasing Department
Email: purchasing@northmiamifl.gov Phone: (305) 895-9886



The City of North Miami is seeking Proposals from qualified and experienced firms to provide security guard services at the E. May Avil North Miami Public Library located at 835 NE 132 Street, North Miami, Florida.

Please submit one (1) original Bid, five (5) complete bound copies of the original Bids and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Bids are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable below. **All Proposals received on a timely basis shall be opened and read immediately after the Submittal deadline has passed in the City of North Miami Council Chambers, located on the Second Floor of City Hall.** Proposals received after said date and time **will not** be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161.

IMPORTANT: SOLICITATION ENCLOSED
Security Guard Services
for
The North Miami E. May Avil Public Library
RFP No. 01-17-18

The City's tentative schedule for this Solicitation is as follows:

| Event | Date | Time |
|--|------------------------------|---------|
| Advertisement Date: | Friday, January 12, 2018 | |
| Deadline for Questions/Clarifications: | Friday, January 26, 2018 | 3:30 pm |
| Deadline for Proposal: | Wednesday, February 14, 2018 | 3:30 pm |
| Evaluation Committee: | TBD | TBD |
| City Council Contract Approval Date: | TBD | TBD |

(The City reserves the right to delay or modify scheduled dates and will notify Respondents of all changes in scheduled dates.)

Copies of this Solicitation may be obtained by contacting DemandStar via Onvia at www.demandstar.com or calling toll free 1-800-711-1712 or may be downloaded from the City's Purchasing Department website at http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

ACCEPTANCE AND REJECTIONS

The City reserves the right to reject any or all Bids with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Respondent(s) offering the greatest advantage to the City. Please be advised that this Solicitation is issued subject to the City of North Miami Code Section 7-192 prohibiting certain communications with City officials and employees as completely specified in the General Conditions contained herein.

We look forward to your active participation in this Solicitation.

Sincerely,

Alberto Destrade,
Purchasing Director

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All of our Contract forms are fill-in able and can be found on our website at:

<http://www.northmiamifl.gov/departments/purchasing/forms.aspx>

- A-1 Public Entity Crimes Affidavit
- A-2 Non-Collusive Certificate
- A-3 Local Preference Affidavit *(if applicable)*
- A-3(a) Statement of intent *(if applicable)*
- A-5 Acknowledgement of Addenda *(if applicable)*
- A-6 Respondents Disclosure of Subcontractors and Suppliers *(if applicable)*
- A-7 Insurance Requirements
- A-14 References

Section 1.0 Instructions to Proposers / General Terms and Conditions

1.1 DEFINITIONS

- a) "City" means the City of North Miami.
- b) "City Council" means the governing body of the City comprised of the Mayor and City Council members.
- c) "City Manager" means the Chief Executive Officer of the City or his designee.
- d) "Contract" or "Agreement" means a binding written agreement for the solicited Work and/or Services required by the City, including amendments, containing terms and obligations governing the relationship between the City and the Contractor.
- e) "Contractor" means the Proposer or Respondent that receives an award of Contract or Agreement from the City as a result of this Solicitation, and upon the parties executing a Contract.
- f) "Department" means a department of the City of North Miami, as may be designated herein.
- g) "Evaluation Committee" is comprised of individuals selected by the City Council charged with the responsibility of evaluating Proposals and providing a short list to the City Council for final selection.
- h) "Proposal" means the documents timely remitted by Proposer or Respondent, in response to this Solicitation.
- i) "Proposer" or "Respondent." All individuals, firms, consultants, organizations, or other entities submitting a response to this RFP.
- j) "Project" is the total sum of all Work and Services to be performed under a Contract
- k) "Scope of Services" or "Scope of Work" means section 3.0 of this Solicitation, which details the Work to be performed by the Contractor in delivering the Project.
- l) "Solicitation" means this Request for Proposal ("RFP") document, and all associated addenda and attachments.
- m) "Subcontractors" or "Sub-consultant" means any person, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, services, equipment, or materials, in connection with the provision of Services to the City, whether directly or indirectly, on behalf of the Contractor.
- n) "Work" or "Services" includes all labor, expertise, and services provided or to be provided by the Contractor in fulfilling its obligations to the City, under a Contract.

1.2 CITY OVERVIEW

North Miami, Florida (pop. 60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the sixth largest City of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such

as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety, police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and Contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 SOLICITATION

This Solicitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City's anticipated needs.

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The *Public Entity Crime Affidavit, (Form "A-1")* attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the *Public Entity Crime Affidavit* is not submitted as part of the Respondent's Proposal package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements.

1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its Suppliers, Subcontractors, or consultants who shall perform Work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event in such termination, shall not incur any liability to the Respondent for any Work or materials furnished.

1.6 LOBBYING

All Respondents, their agents and proposed sub consultants or Subcontractors, are hereby placed on noticed that neither the City Council Members, any

Evaluation Committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents and proposed Sub-consultants or Subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Proposal submitted by a Respondent, its agents and potential sub consultants or Subcontractors who violate these guidelines will not be considered for review. The Procurement Director or assigned (identified on the cover page of this Solicitation) shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Director of Procurement, may temporarily or permanently suspend Contractors from doing business with the City whenever a Contractor materially breaches its Contract with the City. Any Proposal submitted by a Respondent, its proposed Subcontractors or sub consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Respondents or its proposed Subcontractors or sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed Subcontractors or sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any Work or material furnished.

1.8 POINTS OF CONTACT TIMETABLE FOR INQUIRES

Respondents shall contact the Purchasing Department, for all inquiries relating to this Solicitation. All Respondents' technical inquires shall be in writing.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site (www.northmiamifl.gov) and Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

1.9 ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

1.10 ADDENDA

If any Solicitation revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web's site at (www.northmiamifl.gov) and on Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's web site (www.northmiamifl.gov) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be downloaded.**

1.11 CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

1.12 PROTEST

If a potential Respondent protests any provisions of the Request for Proposal documents, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the Proposals. A written protest is considered filed when received by the City Clerk.

Any Proposer who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City at the time of filing the formal written protest with the City at the time of filing the formal written protest a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed Contract, or one thousand dollars (\$1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer's right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office

1.13 CONTRACT

The selected Respondent understands that this Solicitation or the response shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official Contract is duly executed by the parties. The selected Respondent shall be

required to sign a Contract which the City Council determines to be fair, competitive and reasonable.

1.14 COSTS OF PROPOSAL

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City.

1.15 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property. The selected Contractor shall be liable for the payment of all applicable taxes incurred as a result of providing Services and is responsible for timely payment of all such taxes whether federal, local or state.

1.16 RESPONSE SUBMISSION AND OPENING

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a response by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.17 ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its response to a third party following submission of a Proposal to the City.

1.18 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the City, and will not be returned to Respondents even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City during subsequent Contract negotiation.

1.19 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or thirty (30) days after the response opening, whichever is earlier.

1.20 REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City Manager reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

- (1) When such rejection is in the interests of the City;
- (2) If such Proposal is deemed non-responsive;
- (3) If the Respondent is deemed non-qualified; or
- (4) If the Proposal contains any materials irregularities. Minor irregularities contained in response will be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.21 WRITTEN PROPOSAL EVALUATION / ORAL PRESENTATIONS

The Evaluation Committee members will independently score the Proposal on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 4 of this Solicitation. Following the submission and evaluation of the written Proposals, the City may request the highest ranked Respondents to provide oral presentation explaining and/or demonstrating each Proposal. All oral presentations are scheduled and noticed by the City. Following the completion of oral presentations, the Evaluation Committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores from the oral discussions for each Respondent.

1.22 REVIEW OF PROPOSAL FOR RESPONSIVENESS

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

1.23 CITY COUNCIL REVIEW

Upon approval by the City Manager, the Purchasing Department will submit the results of the Committee's evaluation and their final rankings to the City Council for

their review of the Committee's recommendation. The City Council may accept or reject in whole or part the Committee's recommendation.

1.24 THE CITY OPTIONS

The City may, at its sole and absolute discretion, reject any or all responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the responses received as a result of this Solicitation.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City Manager.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

1.25 CONTRACT AWARD

The City may award one or more contracts but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to Contract award, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

1.26 PROPOSAL SUBMITTAL/ADDENDUMS

All Proposals submitted shall include the completed Proposal Forms and all required information and any other items as indicated on the Proposal Form. Proposals may be considered "Non-Responsive" if the required information is not submitted by the date and time specified or prior to award.

Before submitting a Proposal, each Respondent shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Department.

1.27 NON-RESPONSIVE PROPOSALS

Responses found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Proposal for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name (also included for Design-Build Projects are those Proposals wherein the same Engineer is identified in more than one Proposal), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

1.28 CONE OF SILENCE

This RFP is issued pursuant to the City of North Miami Sections 7-192, City Code, which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. At the time of imposition of the Cone of Silence, the director of the Purchasing Department or designee shall provide for public notice of the Cone of Silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such a notice with the City Clerk, with the copy thereof to each City Council member, and shall include in any public Solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular RFP, RFQ or IFB shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offeror, service provider, bidder, lobbyist, proposer or consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to oral communications at pre-Proposal conference, oral presentations before Evaluation Committee, Contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable RFP, or bid documents. A copy of all written communications must be filed with the City Clerk.

1.29 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

This RFP shall require that the Respondent submits with its Proposal a listing of all first-tier Subcontractors or sub consultants who will perform any part of the Contract Work and all Suppliers who will supply materials for the Contract Work direct to the selected Respondent. **Failure to comply with this requirement may render the Proposal non-responsive.** In addition, the selected Respondent shall not change or substitute Subcontractors or Suppliers from those listed in the

Proposal except upon written approval of the City (**See "Form A-6"**).

1.30 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City of North Miami requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to Present a Proposal; however, the selected Respondent(s) must register prior to award of a Contract as failure to register may result in the rejection of the Proposal. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application (*revised 7/09*) from our website at www.northmiamifl.gov it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any Agreement obtained as a result of this RFP.

1.31 EXCEPTION TO THE RFP

Respondents may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent will accept all terms and conditions.

1.32 PUBLIC RECORDS

Respondents are hereby notified that all information submitted as part of, or in support of, Proposals will be available for public inspection after opening of Proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law."

1.33 LOCAL VENDOR PREFERENCE

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall submit in writing its compliance with any two of the following objective criteria (see Form A-3).

A local business shall be defined as:

A business located in the City with a current City business tax receipt issued prior to the City's issuance of the solicitation for supplies or services; and/or

Has at least ten (10) percent of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services; or

Subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

The Respondent seeking local business preference has the burden to show that it qualifies for the preference, by submitting supporting documentation, to the satisfaction of the City. Failure to do so may result in being considered ineligible for local business preference.

1.34 RULES, REGULATED AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondent are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.35 MODIFICATIONS OF PROPOSAL

No unsolicited modifications to Proposals will be permitted after the date and hour of the Proposal opening.

1.36 TRUTH IN NEGOTIATION STATEMENT

The Contractor must provide at the time for Contract execution a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of contracting".

1.37 REVIEW OF SOLICITATIONS

The City will not allow any request for documents or reviews of submittals until thirty (30) days after Proposals are received or after an award is announced. After said time, Respondents may request documents or make an appointment to review submittals and presentations.

1.38 LATE SUBMISSIONS

The City will not accept Proposals received after the deadline for submittals time and encourages early submittal.

1.39 SOLICITATION OPENING

This Solicitation will not be based solely on price. Therefore, the Cost Proposals will NOT be read aloud. However, properly received Proposals will be announced at the Proposal Opening. Proposal will be read in the Office of the City Clerk located on the 1st floor of City Hall 776 NE 125th Street North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

1.40 ATTORNEYS' FEES

In the event of any dispute arising under or related to the Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.41 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with Contractors or Respondents providing professional services on Work assigned to the Contractor, except as fully disclosed and approved by the City. Contractor shall further be aware that if awarded,

in the performance of this Solicitation no person having such conflicting interest shall be employed.

1.42 CONTRACTOR OBLIGATIONS

The Contractor warrants that any and all Work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

The Contractor warrants and accepts that any and all Work, materials, services or equipment necessitated by the Inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

1.43 EEOP UTILIZATION REPORT

City of North Miami EEOP Manual will be provided upon request.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 PURPOSE

The City of North Miami is seeking Proposals from qualified and experienced firms to provide uniformed, Security Guard Services, armed and/or unarmed, at the E. May Avil North Miami Public Library (Library) located at 835 NE 132 Street, North Miami, Florida.

2.2 TERM OF CONTRACT

The initial term of this Agreement shall be for three (3) years with the first six (6) months being a trial period. If the Services provided by the awarded Vendor are satisfactory, as determined by the City at the conclusion of the six-month trial period, the Contract term will then continue through the expiration of the initial term, unless otherwise terminated by the City with or without cause.

This Contract shall remain in effect for the entirety of the initial term provided that the Services rendered by the Vendor(s) during the Contract period are satisfactory. In the event Services are scheduled to end due to the expiration of this Contract, the City may request that the Vendor(s) continue to provide services for a period of time agreed upon by the parties.

2.3 OPTION TO RENEW

The City reserves the right to renew the Contract in writing and upon the same terms and conditions, except for an adjustment to the initial rates subject to cost of living Consumers Price Index (CPI) applicable to this geographical region, at the expiration of the initial term for two (2) additional one (1) year periods, on a year to year basis.

2.4 METHOD OF AWARD

Method of Award details can be found in Section 4-Evaluation/Selection Process of this solicitation.

2.5 MINIMUM QUALIFICATION AND EXPERIENCE

To be eligible to respond to this Solicitation, the Respondent must demonstrate that the firm, has sufficient capabilities, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

2.5.1 The Respondent shall be licensed to do business in the State of Florida. **Proposer must submit a copy of Florida Division of Corporations Sunbiz report with your company registered as active.**

2.5.2 The Respondent must be licensed in accordance with the requirements of Florida Statutes Sections 493.6301 through 493.631 and must submit proof of the requisite licensure. **Proposer must submit copies of all applicable licenses.**

2.5.3 All guards assigned to Library must have a minimum of three (3) years of experience as a security guard working with diverse crowds, elderly persons and children of all ages. **Proposer must submit proof of security guards' Basic Security Training and First Aid Training**

- 2.5.4 All guards assigned to City facilities must have, at a minimum, a **Class “D”** unarmed security guard license pursuant to Florida Statutes 493 (Sections 493.6106 through 493.631). **Proposer must submit copies of all applicable licenses.**
- 2.5.5 In the event that armed guards are requested by the City, the armed guards assigned by the Vendor must possess, at a minimum, a **Class “G”** license pursuant to Florida Statutes Section 493.6115. **Proposer must submit copies of all applicable licenses.**
- 2.5.6 All guards assigned to City facilities must have at a minimum, a High School Diploma or a G.E.D. **Proposer must submit copies of diplomas/certificates.**
- 2.5.7 **References:** The Respondent must submit references for clients which the Respondent has provided services similar to those requested by this Solicitation. If available, the Respondent should include references for similar services provided to public agencies. **References can only be listed for work performed within the last five (5) years.** Only one reference may be submitted for services rendered for the City of North Miami.
- 2.5.8 Personnel may not be employed under this contract if they have ever been convicted of any felony sexual violation and/or lewd behavior charges, any felony convictions, or have had any military conduct resulting in dishonorable or bad conduct discharge and/or dismissal, including as a result of military court martial.

2.6 JESSICA LUNSFORD ACT

In accordance with the requirements of Sections 435.04 and 435.05, Florida Statutes (2015) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, as amended, and to the extent required by applicable law, the Respondent agrees that all of its employees who provide or may provide Services under this Agreement have completed all background screening requirements as outlined in the above-referenced statutes. Respondent agrees to bear any and all costs associated with acquiring the required background screenings. Respondent agrees that it has an ongoing duty to maintain and update this list as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. The Respondent further agrees to notify the City immediately upon becoming aware that one of its employees, who was previously certified as completing the background check and meeting the statutory standards, is subsequently arrested or convicted of any disqualifying offense.

The Respondent further covenants that any of its employees who provide or may provide Services under this Agreement, must also satisfy the requirements and conditions of the Lauren Book Child Safety Ordinance under Article XVII, Miami-Dade County Code of Ordinances, as amended, including background screening requirements.

The Respondent further covenants that any of its employees who provide or may provide Services under this Agreement, must also satisfy the requirements and conditions of the Lauren Book Child Safety Ordinance under Article XVII, Miami-Dade County Code of Ordinances, as amended, including background screening requirements.

2.7 INDEMNIFICATION AND INSURANCE REQUIREMENTS

Respondents must submit with their responses, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

- 2.7.1 **Worker's Compensation** – Statutory limits and Employer's Liability Insurance - \$1,000,000
- 2.7.2 **Fidelity/Dishonesty Coverage** - \$100,000 per occurrence
- 2.7.3 **Professional Liability (Errors and Omissions) Insurance** – 1. \$1,000,000 per occurrence, \$2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed \$25,000 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible; 2. Claims made policy must have an extended coverage reporting period of two years past the coverage completion date; 3. For Deductible programs or Self Insured Retention Programs an Irrevocable Letter of Credit or performance Bond for amount of SIR/Deductible is required.
- 2.7.4 **Commercial General Liability Insurance** – preferably written on an occurrence form with \$1,000,000 for each occurrence, to include contractual liability, personal & advertising injury, and products/completed operations.
- 2.7.5 **Automobile Liability Insurance** – \$1,000,000 combined single limit bodily injury and property damage. Coverage shall be applicable to any auto, hired auto and non-owned auto.

Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as “additional insured”. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of B+ rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Management prior to signing of Contract. Contractor may produce any insurance under a “blanket” or “umbrella” insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other projects undertaken by Contractor.

The Contractor must submit to the Purchasing Department, prior to signing of Contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract and shall be provided to the City's Project Manager/designee.

Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Awarded Contractor shall not commence Work under this Agreement until the City has received and approved all of the minimum insurance described by the City's Risk Manager. Awarded Contractor shall not permit any Subcontractor to begin any Work on City Property until Subcontractor's minimum insurance coverage is obtained and approved.

2.8 FAILURE TO PERFORM

If in the opinion of the City, the Contractor refuses to execute contractual obligations as outlined in the Contract, produces an unsatisfactory performance, or neglects or refuses to address the deficit to provide a suitable resolution that meets the City's expectations, then the City may notify the Contractor that the City will terminate the contract. The City may thereupon look to the next highest ranked, responsible and responsive Respondent to provide the Services in this Solicitation.

2.8 FEDERAL AND STATE REGULATIONS

The Contractor shall comply with all applicable federal, state and local rules and regulations regarding the provision of Services.

2.9 ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons and property. All Vendors performing Services under Contract shall conform to all relevant OSHA, State and City regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the Vendor.

2.10 ACCEPTANCE OF SERVICES BY THE CITY

The Services to be provided hereunder shall be in full compliance with the specifications and requirements set forth in the Contract Documents.

2.11 COUNCIL MEETING

Awarded Vendor must be available to attend City Council meetings, if so requested by the City and must be prepared to answer any questions and/or provide oral presentations (using presentation board, PowerPoint, or handouts) if requested by City Council and/or an authorized City Representative.

2.12 SOLICITATION CLARIFICATION AND INQUIRIES

Any questions or clarifications regarding this Solicitation shall be submitted in writing to the Purchasing Department via email at purchasing@northmiamifl.gov. Respondent(s) must understand that the only official answer or position of the City will be the one issued in writing.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the specific page and paragraph number for each question in order to ensure that questions are responded to correctly. All questions and/or request for clarification must be received by the Purchasing Department by no later than the time and date specified in the Solicitation Timetable section.

All responses to questions and/or clarifications submitted in a timely manner will be provided in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER THE STIPULATED DEADLINE.** Any addendum issued by the City will be made available on the Purchasing Department's webpage at www.northmiamifl.gov/departments/purchasing and on Demand Star by Onvia at www.demandstar.com or can also be obtained by calling toll free 1-800-711-1712 and requesting the corresponding documents number.

It is the sole responsibility of each Respondent to confirm whether any addendum has been issued by the City prior to the stipulated deadline for submittal of Proposals and to acknowledge said addendum, if any, as part of their Proposal.

This RFP is issued pursuant to the City of North Miami Ordinance Section 7-192, titled "Cone of Silence", which prohibits certain types of communications.

2.13 COUNCIL MEETING

Awarded Vendor must be available to attend City Council meetings, if so requested by the City and must be prepared to answer any questions and/or provide oral presentations (using presentation board, PowerPoint, or handouts) if requested by City Council and/or an authorized City Representative.

2.14 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS:

The City reserves the right to reject any and all Proposals, and to waive minor irregularities in the procedure.

Any Respondent who wishes to withdraw or modify their Proposal may do so in writing to the Purchasing Department prior to the deadline for opening of Proposals. Proposals shall become property of the City and subject to the public records rules and regulations once the deadline of Proposals has lapsed.

2.15 CHANGE OF PROPOSAL

Any Proposer, who desires to change his/her submittal, shall do so in writing. Any request for changes shall be received prior to the date and hour of the Proposal opening. The Proposer's name and the RFP number shall appear on the envelope.

END OF SECTION

SECTION 3.0

SCOPE OF WORK

3.1 SCOPE OF WORK

The objective of these services will be to safeguard the life and property, employees, visitors and associates who enter the Library. The Proposer shall impress upon its personnel that their primary duty and responsibility is to safeguard the Library employees.

3.1.1 PROPOSER/COMPANY RESPONSIBILITIES

- a) The Proposer shall provide appropriately equipped and trained personnel, with background inspections completed according to the City's specified eligibility criteria.
- b) Must have sufficient security personnel to meet the Library needs during regularly scheduled hours.
- c) Provide the Library's designated representative with the names of all security guard personnel performing under the Contract and submit updated information as changes occur on a timely manner.
- d) Provide documentation to the Library's designated representative verifying that all guards assigned to the Library meet or exceed the minimum requirements stipulated under Section 2.5 of this Solicitation.
- e) Ensure that security guards are on time, properly attired and conduct themselves in a professional manner during their scheduled shift at the Library.
- f) Security guard assigned to the Library should be a continuous assignment and not reassigned frequently in order to ensure that the guard is able to fulfill all required responsibilities.

3.1.2 SECURITY GUARDS' REQUIREMENTS

- a) Must be fluent in English and be able to communicate effectively both verbally and in writing.
- b) Must be equipped with a two-way radio or equivalent to ensure constant communication with our management team.
- c) Must be licensed as stipulated under Section 2.5 of this Solicitation.
- d) Must have a minimum of three (3) years of experience as a security guard working with diverse crowds.
- e) Must be able to safely perform the duties assigned without posing a direct threat to the health and safety of others.
- f) Must behave in a professional and respectful manner at all times.
- g) Must have at minimum a high school diploma or G.E.D.

3.1.3 SECURITY GUARDS' RESPONSIBILITIES

- a) Circulate throughout the public areas to maintain an orderly atmosphere and perform related duties as required including protecting materials, equipment, staff, the public, and premises.
- b) Prevent unauthorized access to restricted areas.

- c) Assist at end of business hours to ensure that all members of the public leave the premises.
- d) Provide appropriate information in response to inquiries from visitors or guests.
- e) Act in a courteous and professional manner at all times.
- f) Survey facilities for problems of security (including non-functioning light bulbs and vandalism) and hazardous conditions and reports them to appropriate Library staff for repair.
- g) Intercept anyone activating electronic security system and discovers reason for alarm.
- h) Maintain up-to-date and continuous security inventory of facilities.
- i) Maintain records of security matters, key logs, staffing schedules, and security checklists.
- j) Respond immediately to emergency calls.
- k) Enforce property rules, policies, safety regulations and maintain order using good judgement and discretion.
- l) Investigate any unusual or unauthorized activity, notify the police and prepare related report logs.
- m) Use nonviolent crises intervention techniques to diplomatically confront unauthorized persons and respond to emergency situations.
- n) Expel unruly persons and detain more serious offenders for proper authorities.
- o) Communicate effectively with the public and Library personnel.
- p) Notify supervisors of possible emergency conditions.
- q) Notify supervisors of incidents and prepare appropriate reports.
- r) Exercise crowd control and prevent large crowds from forming.
- s) Be neatly groomed in an approved uniform and properly equipped at all times.
- t) Report to the designated location on time and will remain on duty until the end of the shift or until properly relieved.
- u) Guards assigned to the Library will maintain a quiet atmosphere within the Library and immediately outside.
- v) Ensure that Library meeting rooms are locked when not in use.
- w) Establish ongoing communication with security guards from the neighboring schools, especially the high school.

3.2 UNIFORMS AND EQUIPMENT

All uniforms, materials, equipment, and vehicles necessary to satisfactorily perform security guard service in accordance to this Solicitation shall be provided by the Proposer.

All security guards assigned to the Library shall wear a distinctive uniform that is professional and clearly creates the appearance that the individual's function is security. Uniform must be clean and ironed and worn in a meticulous and professional manner. Garments worn to adjust to the climate (jackets, coats, etc.) must not hide the security guard markings of the uniform.

All uniforms, materials, equipment, and vehicles necessary to satisfactorily perform security guard service in accordance to this Solicitation shall be provided by the Proposer including, but not limited to: flashlights, whistle, clip boards, log books, two way hand held radio, etc.

3.3 COMMUNICATION

All security guards assigned to work under this Contract must be accessible by Library staff via mobile phones at all times during their work shifts. Moreover, the security guard must be able to report all emergencies to the City of North Miami Police Department immediately upon their occurrence. The security guard's mobile phone number must be made available to Library staff to ensure that the security guard is immediately alerted of problems in one area while they are patrolling another area. The awarded Vendor must immediately contact the appropriate Library staff if there is a problem meeting the security guard coverage.

3.4 HOURS OF SERVICE

Hours of Service shall be as follows:

North Miami Public Library

Services shall be performed during the following time frame, subject to future adjustment by the City:

Monday –Thursday 1:45 PM – 8:15 PM

Friday - Saturday 1:15 PM – 5:15 PM

Sunday Closed

Early Release Days* 12:00 PM – 8:15 PM

*Secondary school early release days can be found on the Miami-Dade County Public Schools website.

Service times may be added or deleted by the City as needed with 5 days prior notice to the awarded Vendor.

3.5 NON-COMPLIANCE WITH WORK HOUR REQUIREMENTS

If the awarded Vendor fails to have a security guard on duty at the Library specified Work facility at the scheduled time for three or more occurrences during a 6-month period, the City may, at its discretion, cancel the Contract due to non-performance.

If a security guard is unable to report to duty as scheduled, the Proposer shall immediately provide a replacement to begin at the designated scheduled time.

3.6 PERSONNEL REPLACEMENT

The City shall have the final approval as to which security guard may be assigned to the Library. The City reserves the right to request to remove and replace any security guard or staff who, in the City's sole discretion, does not meet the City's professionalism requirements, is not in compliance with the requirements of this Solicitation, and/or appears incapable of performing assigned duties.

Any security guard that the City requests to be removed shall be replaced within 48 hours during the term of the Contract.

Security guards reporting to work under the influence of alcohol or any illegal substance or out of uniform will not be allowed to stay on duty. The awarded Vendor will be responsible for the immediate replacement of the guard and shall staff the post until the next scheduled guard arrives for duty.

END OF SECTION

SECTION 4.0

EVALUATION / SELECTION PROCESS

4.1 REVIEW OF PROPOSALS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City in conformity with Chapter 7, Article III of the City code.

By the submittal of a Proposal, each Respondent acknowledges and agrees to all terms and conditions set forth in this RFP and agreement by the City of North Miami.

Each individual and/or firm acknowledges and agrees that due care and diligence was exercised in the preparation of its Proposal and all information contained therein is believed to be correct. The Respondent acknowledges, and accepts its responsibility for determining the full extent of the exposure to risk and verification by the City of all information in the Proposal. Neither the City nor its representatives will be responsible for any error or omission in any Proposal, or for the failure on the part of any Respondent to determine the full extent of the exposure.

4.2 MINIMUM REQUIREMENTS

To be eligible to respond to this Solicitation, the Respondent must demonstrate sufficient capacity, resources and experience to provide the professional services in their discipline, as required by the City. Any proposer that fails to meet all of the minimum criteria shall be noted as "non-responsive" and their Proposal will not be considered eligible.

See Section 2.5 of this Solicitation for a full description of the minimum requirements which a Respondent must possess and submit applicable documentation in order to be considered eligible for this Contract.

4.3 EVALUATION PROCESS

4.3.1 EVALUATION COMMITTEE AND PROCEDURES FOR REVIEW

An Evaluation Committee shall be assembled in accordance with the guidelines found in the City's Procurement Code. The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation pursuant to the criteria outlined under Section 4.4. The Committee may choose to recommend the highest ranked Respondent for award by the City Council, based solely on their review and evaluation of Proposals, or the Committee may instead choose to interview one or more Respondents before making their final determination.

In the event that the Committee chooses to interview one or more Respondents, the final ranking for each Respondent shall be based on the Committee's final evaluation following their interview of the selected firms. The Committee's final results and recommendation for award shall be submitted for review and approval by the City Council.

4.3.2 EVALUATION OF PROPOSALS

Each Respondent will be scored on a scale of “0” to “100” per each Committee member with the maximum number of points available for each category as noted in the table below. The maximum number of points to be scored under this process is **100 points per Committee member**. Scoring is based on a point total per evaluator and not a percentage. The highest ranking Respondent will be determined by the sum of all scores issued by each Committee member.

EVALUATION CRITERIA

| CRITERIA | DESCRIPTION | MAXIMUM POINTS |
|--------------|--|----------------|
| 1 | Experience & Qualifications <i>(see Section 5.1 – Part V)</i> | 40 |
| 2 | Methodology & Approach <i>(see Section 5.1 – Part VI)</i> | 20 |
| 3 | Price Proposal <i>(see Section 5.1 – Part VII)</i> | 20 |
| 4 | MWBE and/or SBE Participation <i>(see Section 5.1 – Part VIII)</i> | 10 |
| 5 | References <i>(see Section 5.1 – Part IX)</i> | 10 |
| TOTAL | | 100 |

The City reserves the right to reject any or all submittals, to waive any irregularities or informalities in any submittal or in the RFQ procedures, and to accept or reject any item or combinations of items. The award will be made to the firm whose experience and qualifications, as reflected in their proposal, is deemed to be in the best interest of the City.

4.3.3 COMMITTEE INTERVIEWS

Respondents may be invited to make a presentation as a part of the evaluation process for this Solicitation. The Committee will schedule interviews only with selected Respondents. Notice of assigned presentation times will be communicated in advance to the Respondent but may be given short notice of appearance. The presentation may clarify but may not modify the content of the Respondent's proposal. Verbal communications between the presenter(s) and evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from Evaluation Committee. These exchanges shall not be misconstrued as a "negotiation" of terms by either party. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc).

4.3.4 NEGOTIATIONS PROCESS

If for any reason the City cannot reach agreement on a contract with the highest ranked firm, the City reserves the right to terminate negotiations and proceed to negotiate with the second highest ranked firm. This process may continue until a contract acceptable to the City has been finalized, or all negotiations have been

proven unsuccessful. No Respondent shall have any rights against the City arising from such negotiations or termination thereof.

4.4 ADDITIONAL INFORMATION/CLARIFICATIONS

Information provided by the City is to facilitate proposals. Effort was made to provide necessary and accurate information when this request was prepared, but the City is not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of proposers to assure that they have all information necessary for submission of their proposals.

Any questions relative to interpretation of specifications or if more information is needed, please contact the City's Purchasing Department, in writing at purchasing@northmiamifl.gov. The City Purchasing Department reserves the right to conduct pre-award discussion and/or pre-contract negotiations with any or all-responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. In conducting discussions, there shall be no disclosure of any information derived from submittals by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

The proposer shall furnish such additional information as the City may reasonably require. This includes information which indicates financial resources as well as ability to provide the requisite services.

4.5 LOCAL BUSINESS PREFERENCE

This RFQ is issued in accordance with the City of North Miami Code of Ordinances Sec. 7-151, which states that preference be given to local businesses, in the form of ten percent (10%) of the total evaluation points or ten percent (10%) of the total bid price. Respondents must submit Forms A-3 and A-3(a) (if applicable) with their submittal to receive local preference. **Failure to submit required documentation may render the Respondent ineligible for local preference.**

END OF SECTION

SECTION 5.0 PROPOSAL FORMAT

IT IS THE RESPONSIBILITY OF THE RESPONDENT TO ENSURE THE PROPOSAL BEING SUBMITTED IS TIMELY, COMPLETE, INCLUSIVE OF ADDRESSING ALL OF THE REQUIREMENTS, AND EVALUATION CRITERIA HEREIN.

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed and double sided, with normal margins and spacing. All documents and information must be fully completed and signed as required. The original document package must be marked "**ORIGINAL**". The document copies should be individually bound. Digital copies must be provided on a CD or USB flash drive in Adobe or Word format. Proposals which do not include the required documents, in the order listed below, may be deemed non-responsive and may not be considered for evaluation.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

Responses should be prepared simply and economically, addressing the requirements according to the instructions provided and in a concise manner.

Proposal shall be limited in size as to what can fit into a 2 1/2" binder. USB Flash Drive must be clearly labeled with Company Name and Proposal Number.

Each Proposal must be submitted as follows:

- One (1) original (must be clearly identified as "**ORIGINAL**")
- Five (5) copies
- One (1) digital copy on a CD or USB flash drive clearly labeled with Company Name

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed Services. The Proposal must include the following information:

5.1 PROPOSAL FORMAT

The proposal should be in the following format:

LABEL EACH SECTION AS NUMBERED

Part I - Proposal Contact Information Form

Please use Cover Page and Contact Information form attached hereto under **Section 6.0** of this Solicitation as the first sheet of your Proposal. This form must be completed and signed by an authorized officer of the company. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this RFP.

Part II - Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

Part III – Letter of Introduction

Provide a brief introduction letter highlighting the overall experience and qualifications of the Respondent with respect to the services requested under this Solicitation.

Part IV - Business Structure

Corporations, Joint Ventures, or Partnerships - Submit copy of State of Florida Department of State records indicating when corporation organized, corporation number, and date and status of most recent annual report. Provide copies of current City / County / State Occupational License(s) where applicable.

Respondents submitting applications as joint ventures shall submit a copy of their joint venture agreement. Any firm(s) involved in a joint venture in its Proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

Give the location of the office which will handle the City's account and the number of professional staff personnel at the office.

Part V - Experience & Qualifications of Firm and Security Guards – 40 Points

- Indicate the firm's experience in providing security guard services including copies of all licenses, certifications, and any other pertinent information to satisfy the minimum qualification requirements described in this Solicitation.
- Describe any other experiences related to the work or Services described in the Scope of Services, and any other information which may be specific to the requirements.
- Provide resumes of the proposed security guards to be stationed at City facilities including their related work experience, qualifications, and copies of active licenses and certifications as required. Include the length and tenure with Firm as well as the percentage of time these individuals will be devoted to the City's Contract.
- Please highlight if the proposed security guards are fluent in any language other than English.

Part VI - Methodology & Approach – 20 Points

- Describe your firm's understanding of the services detailed in this Solicitation and your firm's strengths in providing these services.
- Provide a detailed description/plan of how services will be transitioned under the agreement from current operations and staff to the Firm focusing on a smooth, seamless transition.
- Provide a sample security plan and how it would be implemented at each City facility.
- List sample activities and procedures that would be designed to detect and address security and safety problems.
- List sample activities and procedures to control and oversee traffic control points to restrict unwanted activity.

Part VII - Price Proposal – 20 Points

The Respondent must submit a fixed hourly fee that is inclusive of all service costs for the identified services (**See Appendix A – Price Proposal Form**). No additional fees will be allowed. No increases in fees will be allowed for night hours, weekend hours, special events, or schedule changes. Proposer should incorporate any overhead into the hourly rates including, without limitation, all uniform parts, supplies, equipment, telephone, mileage, and other charges.

Rate increases will not be accepted in the first three (3) years of the initial contract. After the third complete year of the contract, the contractor may submit for an increase based on the then current Consumer Price Index (CPI). Any increase in rate must be documented with written notice at least ninety (90) days prior to the expiration of the contract. Changes in fees shall occur no more frequently than on an annual basis.

Part VIII - Minority/Woman Owned Business and/or Small Business Enterprise Participation – 10 Points

Indicate whether the Respondent or any of its Sub-Contractors is certified as either a Minority Owned or Woman Owned Business and/or Small Business Enterprise. Please submit proof of current MWB and/or SBE certification.

Part IX – References – 10 Points

The Respondent must submit references for clients which the Respondent has provided services similar to those requested by this Solicitation. If available, the Respondent should include references for similar services provided to public agencies. **References can only be listed for work performed within the last five (5) years.** Only one reference may be submitted for services rendered to the City. **(See Form A-14)**

Part X – Local Preference

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall submit in writing its compliance with any two of the following objective criteria (see Form A-3).

A local business shall be defined as:

- a) A business located in the City with a current City business tax receipt issued prior to the City's issuance of the solicitation for supplies or services; and/or
- b) Has at least ten (10) percent of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services; or
- c) Subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

The Respondent seeking local business preference has the burden to show that it qualifies for the preference, by submitting supporting documentation, to the satisfaction of the City. Failure to do so may result in being considered ineligible for local business preference.

5.2 CONTRACT FORMS

All of our forms can be found on our website at:

<http://www.northmiamifl.gov/departments/purchasing/forms.aspx>

Please ensure to include all applicable forms with your Proposal documents signed and notarized as required.

In regards to “Form A-5 Acknowledgement of addenda”, it is the sole responsibility of the Respondent to check the City’s website for all applicable addenda issued at: http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

Completed responses shall include all the above information including all required forms included with this RFQ or RFQ submittal may be rejected.

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION AND DOCUMENTED PROPERLY MAY DISQUALIFY RESPONDENT.

END OF SECTION



SECTION 6.0
FORMS



COVER PAGE & CONTACT PERSON INFORMATION

**SECURITY GUARD SERVICES
FOR
THE NORTH MIAMI E. MAY AVIL PUBLIC LIBRARY
RFP 01-17-18**

Include this sheet as the very first page of your Proposal. Please complete the form in its entirety.

Legal Name of Proposer(s): _____

Doing Business As (DBA)
If applicable: _____

Federal Employee Identification
(FEIN) Number: _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Name*: _____

Title: _____

Contact Email Address: _____

Contact Telephone Number: _____

Fax Number: _____

*The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation.



1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.
2. By submitting a Proposal, the Respondent certifies that the Respondent has fully read and understands the Proposal method and has full knowledge of the scope, nature, and quality of Work to be performed.
3. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.
4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Name of Company: _____

Authorized Signature: _____

Title of Officer: _____



PRICE PROPOSAL FORM

**SECURITY GUARD SERVICES FOR THE
NORTH MIAMI E. MAY AVIL PUBLIC LIBRARY
RFP 01-17-18**

The prices listed below shall include the total cost to complete the Services including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of Services as requested by the City of North Miami.

| DESCRIPTION OF SERVICES | PROPOSED RATE |
|----------------------------------|-------------------|
| Uniformed Unarmed Security Guard | \$ _____ per hour |
| Uniformed Armed Security Guard | \$ _____ per hour |

1. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.
2. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Company Name

Authorized Company Representative (Print Name)

Date

Signature

Title



APPENDIX "A"
CONE OF SILENCE

Cone of Silence Notification

The Purchasing Department has advertised a Solicitation that affects all City of North Miami Departments. The Cone of Silence, as noted below, is in effect until such award is presented to and approved by the City Council. This Solicitation can be found on www.demandstar.com and on http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx Please do not communicate with vendors regarding:

Security Guard Services for The North Miami E. May Avil Public Library RFP No. 01-17-18

DIVISION 8. CONE OF SILENCE

Sec. 7-192. Cone of Silence.

(a) Purpose and intent. The requirements of section 2-11.1, Cone of Silence Ordinances of the Code of Miami-Dade County, Florida, as amended, shall be applicable to the City. It is the intent of this code to prevent potential bidders, offerors or service providers from communicating with City department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed.

(b) Cone of silence is defined to mean a PROHIBITION on:

- (1) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the City's professional staff including, but not limited to, the City manager and his or her staff;
- (2) Any communication regarding a particular RFP, RFQ or IFB between the mayor, City council or their respective staffs and any member of the City's professional staff including, but not limited to, the City manager and his or her staff;
- (3) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and any member of the selection committee or evaluation committee;
- (4) Any communication regarding a particular RFP, RFQ or IFB between the mayor, City council or their respective staffs and any member of the selection committee or evaluation committee; and
- (5) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the mayor, City Council and their respective staffs.

(c) The City manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the City manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the City manager.

(d) Notwithstanding the foregoing, the cone of silence shall not apply to:

(1) Competitive processes for the award of CDBG, HOME, and SHIP funds and community-based organization (CBO) competitive grant processes, administered by the City;

(2) Communications with the City attorney and his or her staff;

(3) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the City manager makes a written recommendation;

(4) Emergency procurements of goods or services pursuant to section 7-144;

(5) Communications regarding a particular RFP, RFQ or IFB between any person and the director of the purchasing department or designee, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and

(6) Communications regarding a particular proposal, quotation or bid between the director of the purchasing department or designee and a member of the selection committee or evaluation committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

Sec. 7-193. Procedure.

(a) A cone of silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such notice with the City clerk, with a copy thereof to each City council member, and shall include in any public solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or IFB shall not preclude procurement staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

(b) The cone of silence shall terminate at the time the City manager makes his or her written recommendation of award; provided, however, that if the City manager refers the recommendation back to the director of the purchasing department for further review, the cone of silence shall be re-imposed until such time as the City manager makes a subsequent written recommendation of award. If the City manager rejects all bids or proposals submitted in response to an RFP or IFB and concurrently requests the re-issuance of an RFP or IFB, the rejected bids or proposals shall remain under the cone of silence until such time the City manager issues a written recommendation of award or until the City manager withdraws the re-issued RFP or IFB.

(c) *Exceptions.* The provisions of this code shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees or evaluation committees, contract negotiations during any duly noticed public meeting, public presentations made to the City council during any duly noticed public meeting or communications in writing at any time with any City employee, official or member of the City council unless specifically prohibited by the applicable RFP, RFQ or IFB documents. The offeror or bidder shall file a copy of any written communication with the City clerk. The cone of silence shall not apply to small purchases or emergency purchases, pursuant to this code.