



REQUEST FOR PROPOSALS

FOR SECURITY GUARD SERVICES

RFP # 2011-004

PROPOSAL DUE DATE: June 20, 2011 at 12:00 PM

CONTACT PERSON:

Michael A. Pizzi, Town Attorney
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PUBLIC NOTICE

Request for Proposals (RFP) No. 2011-004 for Security Guard Services

The Town of Medley is soliciting responses from Proposers for Security Guard Services for the Town of Medley.

The Town contemplates entering into an agreement with the successful Proposer, for an initial year term of two (2) years, with an option to renew for an additional three (3) one-year periods, to be exercised at the Town's sole discretion.

Sealed proposals will be received until **12:00 PM on June 20, 2011** at the following address:

Town of Medley
7777 N.W. 72 Avenue
Medley, Florida 33166

Any proposal received after **12:00 PM on June 20, 2011** will be returned to the proposer unopened. The responsibility for submitting proposals before the stated time and date is solely the responsibility of the proposer.

The Town will not be responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

Copies of the RFP including all related documents will only be made available on the Town's website and can be obtained by visiting the Town's website at www.townofmedley.com. All documents will be in PDF format.

THE TOWN OF MEDLEY RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN, OR WAIVE ANY INFORMALITY IN ANY PROPOSAL. THE TOWN MAY ALSO REJECT ANY AND ALL PROPOSALS.

Sincerely,

Michael A. Pizzi Jr., Town Attorney
Town of Medley, 7777 N.W. 72 Avenue, Medley, Florida 33166
Tel: 305-887-9541, Fax: 305-882-1491
www.townofmedley.com

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SECTION I - OVERVIEW AND PROPOSAL PROCEDURES:

A. INTRODUCTION / BACKGROUND

The current Security Guard Contract has expired. The Town is soliciting proposals to perform this service.

B. RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

RFP Issued	June 6, 2011
Deadline for receipt of Proposals	June 20, 2011 at 12:00 PM

C. PROPOSALS SUBMISSION

An original and five (5) copies of complete proposals must be received no later than **12:00 PM on June 20, 2011**, at the following address:

**Town of Medley
Michael A. Pizzi, Town Attorney
7777 N.W. 72 Avenue
Medley, Florida 33166**

The original and all copies must be submitted to the Town Attorney in a sealed envelope or container stating on the outside the Proposer's name, address, telephone number, RFP number and title, and due date. **No facsimile, electronic, or e-mail responses will be considered.**

The responsibility for submitting a response to this RFP to the Town Attorney on or before the stated time and date will be solely and strictly that of the Proposer. The Town will in no way be responsible for delays caused by the U.S. Post Office or caused by any other entity or by any occurrence. Responses received after the RFP due date and time will not be accepted and will not be considered.

D. MODIFICATION/WITHDRAWALS OF PROPOSALS

A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered.

Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date or after expiration of 120 calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date and letters of withdrawal received after contract award will not be considered.

E. RFP POSTPONEMENT/CANCELLATION/REJECTION

The Town may, at its sole and absolute discretion, reject any and all, or parts of any and all, Proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in any Proposals received as a result of this RFP.

F. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of Proposals to the Town, or any work performed in connection therewith, shall be the sole responsibility of the Proposer and shall not be reimbursed by the Town.

G. EXCEPTIONS TO RFP

Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFP, and outline what alternative is being offered; which exceptions and alternatives shall be included and clearly delineated in Proposer's submittal response. The Town, at its sole and absolute discretion, may accept or reject any or all exceptions. In cases in which exceptions are rejected, the Town shall require the Proposer to comply with the particular term and/or condition of the RFP which Proposer takes exception to (as said term and/or condition was originally set forth on the RFP).

H. SUNSHINE LAW

Proposers are hereby notified that all Proposals including, without limitation, any and all information and documentation submitted therewith, will be available for public inspection after opening of Proposals, in compliance with Chapter 286, Florida Statutes (the Florida "Government in the Sunshine Law").

I. NEGOTIATIONS

The Town reserves the right to enter into further negotiations with the top-ranked Proposer, and/or successful Proposer (following authorization of negotiations by the Town). Notwithstanding the preceding, the Town is in no way obligated to enter into a contract with the top-ranked and/or successful Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposer's that by submitting a Proposal, no property interest or legal right of any kind shall be created at any time until and unless a contract has been agreed to and executed by the parties.

J. OBSERVANCE OF LAWS

Proposers are expected to be familiar with, and comply with, all Federal, State, County, and Town laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the services and/or project contemplated by this RFP (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.

K. DEFAULT

Failure or refusal of the successful Proposer to execute a contract following award by the Town Council, or untimely withdrawal of a Proposal before such award is made and approved, may result in forfeiture of that portion of any surety required as liquidated damages to the Town. Where surety is not required, such failure may result in a claim for damages by the Town and may be grounds for removing the Proposer from the Town's vendor list.

L. CONFLICT OF INTEREST

All Proposers must disclose, within their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the Town of Medley. Further, all Proposers must disclose the name of any Town employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

M. COMPLIANCE WITH THE TOWN'S LOBBYIST LAWS

This RFP is subject to, and all Proposers are expected to be or become familiar with, all Town lobbyist laws, as amended from time to time. Proposers shall ensure that all Town lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their Proposals, in the event of such non-compliance.

N. PROPOSER'S RESPONSIBILITY

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

O. RELATIONSHIP TO THE TOWN

It is the intent of the Town, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the Town.

P. PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided

in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Q. CONE OF SILENCE

Proposers are hereby advised that this RFP is subject to the Town's Cone of Silence requirements.

SECTION II -- SCOPE OF WORK/SPECIFICATIONS

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 Town of Medley with a Best Value Contract for Unarmed Security Guard Services.

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

<u>DESCRIPTION</u>	<u>1EST. HOURS</u>	<u>BILLING RATES</u>	<u>TOTAL</u>
UNARMED GUARDS	143 hours per week/ 52 weeks per year	\$_____/hour	\$_____
GRAND TOTAL		\$_____	

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

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 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 Town of Medley 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 Town of Medley 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.
- k. Ability to provide protection with professionalism.
- l. 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 Town 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. Security Contractor agrees that the services furnished under this agreement shall be in conformity with practices which are generally current in the security industry; and the parties agree that contractor does not represent and cannot warrant that the services furnished will prevent or minimize the likelihood of loss. Contractor's responsibility is solely limited to providing physical security services and contractor has been engaged as a consultant or otherwise to provide an assessment of security needs at the site(s) covered.
- B. Security Contractor shall provide security guard services and an unarmed guard at the Lakeside Retirement Housing Complex and at any other location requested by the Town.

- C. All security guards shall be trained and licensed in compliance with applicable state and federal laws. The Security Contractor will provide the aforementioned training.
- D. Security Contractor shall cause a criminal identification check to be made on each security guard employed herein, in compliance with Florida State law.
- E. Security Contractor shall provide all uniforms and equipment necessary or desirable to perform its responsibilities hereunder. Each guard will be attired in an approved uniform.
- F. Any and all property, equipment, supplies, and materials furnished by the Security Contractor hereunder and placed at or on any of the sites described in this agreement shall remain the property of the Security Contractor and Security Contractor shall at all times during and after the term of this agreement has the sole and exclusive right to install, maintain, replace, and remove such property, equipment, supplies, and materials.
- G. Security Contractor is an Equal Opportunity Employer and does not discriminate in the hiring, promotion, or enforcement of its policies and procedures on the basis of race, color, creed, sex, age, marital status, religion, or national origin and complies with all known pertinent laws, Executive Orders, and regulations.

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

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

Safeguards for the Town's protection will be made a part of this new contract. Should the Successful Contractor provide security guards employed by a sub-contractor, the Successful Contractor will be required to provide a Labor and Materials (Payment Bond), in the amount of \$100,000. The successful contractor will also provide an Employee Dishonesty Bond in the amount of \$25,000. Additionally, the Town reserves the right to deduct payment(s) in an amount specified in the bid/contract documents for either non-qualified security guard, and/or for unsatisfactory performance in accordance with the specified Terms and Conditions of the RFP.

RECORDS

The Successful Contractor will submit all invoices to the Town of Medley 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 Town of Medley 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 Medley contract. This file will specifically, along with the above mentioned criteria, include:

- 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 Town of Medley.
This will include all verbal or written documentation of warnings or discipline.
- Proof of successful Background Check, Drug Screen, and Polygraph examination.

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

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 Town of Medley. All required documentation and personnel files will be readily available for inspection by any authorized Town of Medley 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 Town of Medley, and if operating a vehicle have a valid driver's license.

Work Force and Work Assignments

Unarmed security guards will be provided to work on the Lakeside Retirement housing complex and patrolling numerous Town of Medley facilities if so directed. All Security Guards will be required to carry 2-way radios and electronic scanner wards unless specifically exempted by the Town of Medley Contract Administrator.

Regular Security Officer Duties

1. All security personnel furnished by the Successful Contractor to Medley will be required to monitor the facilities by walking the Facility, riding a golf cart and/or whatever other means the Town of Medley considers best for each facility and/or location.
2. All security personnel furnished by Successful Contractor to the Town of Medley 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 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 Town of Medley on a weekly basis.
6. Conducting and/or undertaking initial incident investigations and submitting appropriate detail reports to the Town of Medley without undue delay. Special incident reports will be submitted to the Town of Medley the following business day.
7. All security personnel furnished to Town of Medley 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.
9. The Successful Contractor and their assigned personnel will follow all terms, conditions, and procedures as outline in the attached "Post Orders for the Town of Medley 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 Town of Medley Security Guard Contracts.

Supervisor Duties

The Successful Contractor's supervisors in charge of its employees to the Town of Medley shall:

1. Review the day or night activities and report in writing to the proper Town of Medley authorities any unusual incident.
2. Insure proper inventory of keys, electronic key cards and supplies.
3. Coordinate with proper Town of Medley designees all security operations and services for regular and event assignments to insure that all are properly staffed. In some instances, this requires daily contact with Town of Medley 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 Town of Medley Contract Administrator.
6. Provide weekly downloads of all the Town of Medley Posts where scanner buttons are installed. The downloaded information will accompany the weekly invoices.

Service Locations and Assignment Hours

See Attachment B - "Post Orders for Town of Medley Security Contracts" for locations/shifts requiring service. It will be the sole discretion of the Town of Medley as to locations, number of guards, and hours of services needed. The Town of Medley 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 Town of Medley for security personnel supplied by the Successful Contractor unless pre-approved by the Police Department Contract Administrator.

Personnel Probation

The Town'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 Town of Medley is not satisfied with the performance of that employee, the Town of Medley will notify the vendor of such performance and the vendor will replace such employees immediately.

Additionally, the Town of Medley 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 Town of Medley.

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 Town of Medley 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:
 - 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 Town of Medley 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 Town of Medley Police uniforms.

Training

The Successful Contractor is required to provide training to all field personnel in order that the Town of Medley 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 Town of Medley. 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 Town of Medley. The Town of Medley 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 Town of Medley. 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 Town of Medley.

Protection of Property

The Successful Contractor will at all times guard against damage to or loss of property to the Town and will replace or repair any loss or damage unless the damage is caused by The Town of Medley, another Successful Contractor and/or contractors. The Town of Medley 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 Town of Medley, is a business risk which the Successful Contractor must assume.

Fine

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 Town of Medley 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:

1. 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.);
2. Failing to make a report promptly;
3. 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 Town of Medley policies, procedures and locations 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 Town 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.

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.

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.);
- C. 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 Medley Security Contractor’s Post Orders Manual;
- G. Successful Contractor reporting of any/all missing Town supplies, equipment, property; and
- H. Excessive non-compliance incidences.

Additionally, the Town of Medley reserves the right to have any security guards removed from Medley assigned posts for violation of the Post Orders Manual. The Town of Medley 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 Town of Medley 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 Town of Medley 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 Town 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 Town'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.

KEY CONTROL

The Successful Contractor will establish and implement methods of ensuring that all keys issued to the Successful Contractor by the Town are not lost, or misplaced, and are not used by unauthorized person(s).

No keys issued the Successful Contractor by the Town 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 Town's Contract Administrator and Procurement Director. The Successful Contractor may be required to replace, re-key, or to reimburse the Town 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 Town and the total cost deducted from the monthly payment due.

The Successful Contractor will report the occurrence of a lost key immediately to the Town'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 Town may have security personnel on duty during night cleaning hours.

SERVICE EXCELLENCE STANDARDS

Excellent Customer Service is the standard of the Town of Medley. As contract employees of the Town, security guards will be required to conduct themselves in a professional, courteous and ethical manner at all times and adhere to the Town's Service Excellence standards.

PHOTO IDENTIFICATION

Work hereunder requires Successful Contractor employees to have on their person photo identification at all times. The Town of Medley 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.

SECTION III – PROPOSAL FORMAT

Proposals must contain the following documents, each fully completed and signed, as required. If any items are omitted, Proposers must submit the documentation within five (5) calendar days upon request from the Town, or the Proposal shall be deemed non-responsive. The Town will not accept fee/cost information after deadline for receipt of Proposals.

1. Table of Contents

Outline in sequential order the major areas of the Proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

2. Proposal Points to Address:

Proposers must respond to all minimum requirements listed below. Proposals which do not contain such documentation may be deemed non-responsive.

1) **Contact Information:** Present the proposer's current name, former names (if applicable), business address, telephone number, and primary contact, including the business resumes of all senior officers and partners.

2) **Organizational Form:** Provide a narrative summary of the nature and structure of the proposer's organization (e.g. corporation, partnership, sole proprietorships, joint venture, or other) and how the proposal addresses each of the goals as indicated in the RFP.

3) **Experience and Qualifications:** Provide a narrative describing the entities that will be involved, a description of the roles they will play (e.g., partner, management group, property manager, building lessee, event programmer/presenter), the contractual relationships within the team, the financial responsibilities and percentage of ownership (if applicable) of each team entity, a description and evidence of the nature of each entity's commitment to the project, and a summary of the team's past experience in working together on a similar project. A description of each of the entities' experience in developing and managing similar projects and roles must be included, including location, type of facility, beginning and ending dates of involvement, and information about any continued financial or operating interest in each. Include specific previous relevant experience with public entities, including reference contact information. The Town may ask for supporting documentation substantiating claims of previous experience. Identify the principal person who will speak for the responding entity and any other key participants who will be involved in negotiating the contract terms. Specify whether the respondent entity is or intends to form a corporation, a general or limited partnership, a joint venture, a 501(c)(3) corporation, or other type of business association to carry out the proposed activities. The respondent must also provide a minimum of the most current two consecutive years of financial statements for the entity (ies) and/or principal(s) that comprise or will comprise the respondent. The Town will treat financial statements submitted under this procedure as either business data or RFP data pursuant to Florida Statutes. However, the Town assumes no liability should this data be ruled public data by a court of competent jurisdiction.

4) **Organization Philosophy and Approach:** Provide a description of the proposer's overall philosophy and approach to the development, use, management and operation of the facility.

Describe any proposed initiatives specific to a proposed management approach for the facility, focusing especially on how the proposer plans to accomplish the Town's goals and objectives. This should include a description of the type of proposed uses for all or the portion of the facility for which the proposer is submitting a proposal; whether or not the proposal contemplates the use of all or the portion of the facility; the content of any proposed programming (proposers should be aware that any proposed content should be suitable for a municipal venue); any research or analysis (including market research) to support the need or potential success of the proposed use; the hours/days of operation; as well as other pertinent information that will aid the Town in making a determination. Reference to all of all or part of the facility specifically refers to the eastern (renovated theater) and western (unrenovated) portions of the facility. Proposers may submit proposals for all or part of the facility.

5) **Scope of Proposal:** Proposers must provide information describing the proposed strategies, policies and procedures to be employed in managing/developing/operating the facility.

6) A **staffing plan** that includes an organizational chart showing key management personnel and identification of onsite management, including security.

7) **Operating Plan:** Proposer shall describe the operating policies and procedures to be employed by the operator to manage and/or operate all or a portion of the facility. Describe any proposed initiatives which would improve the management and/or reduce the operational cost of all or portion of the facility. The proposer should also describe its approach to financial management systems, employee management and administrative policies and procedures.

8) **References:** List at least five (5) client references, to include contact name, title, company, address, telephone number, e-mail address, fax number.

9) **Price**

SECTION IV – EVALUATION/SELECTION PROCESS

The procedure for Proposal evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of Proposals.
3. Opening of Proposals and determination if they meet the minimum standards of responsiveness.
4. An Evaluation Committee, appointed by the Town, shall meet to evaluate each Proposal in accordance with the requirements of this RFP. Proposers may be requested to make additional written submissions or oral presentations to the Evaluation Committee.
5. The Evaluation Committee shall recommend to the Town Manager the Proposal or Proposals acceptance of which the Evaluation Committee deems to be in the best interest of the Town.
6. The Evaluation Committee shall base its recommendations on the following factors, for a total of 100 possible points:

EVALUATION CRITERIA

The Evaluation Committee appointed by the Town 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 **(30 points)**;
2. The experience and qualifications of the Management Team **(25 points)**.
4. Financial Strength as evidenced by financial statements **(5 points)**;
5. Total cost **(40 points)**

By submitting a proposal, all Proposers shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

SECTION V – SPECIAL TERMS AND CONDITIONS: INSURANCE

INSURANCE: The successful Proposer shall obtain, provide and maintain during the term of the contract the following types and amounts of insurance, which shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+ VI or higher rating in the latest edition of AM Best's Insurance Guide.

Commercial General Liability. A policy including, but not limited to, comprehensive general liability, including bodily injury, personal injury, property damage, in the amount of a combined single limit of not less than \$1,000,000. Coverage shall be provided on an occurrence basis. The Town of Medley must be named as certificate holder and additional insured on policy.

1. Workers' Compensation and Employer's Liability per the statutory limits of the state of Florida.
2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.

Worker's Compensation. A policy of Worker's Compensation and Employers Liability Insurance, in accordance with worker's compensation, laws as required per Florida Statutes.

Said policies of insurance shall be primary to and contributing with any other insurance maintained by Proposer or Town, and shall name the Town of Medley, as an additional insured. No policy can be canceled without thirty (30) days prior written notice to the Town.

The successful Proposer shall file and maintain certificates of all insurance policies with the Town's Risk Management Department showing said policies to be in full force and effect at all times during the course of the contract. Such insurance shall be obtained from brokers of carriers authorized to transact insurance business in Florida and satisfactory to Town.

Evidence of such insurance shall be submitted to and approved by Town prior to commencement of any work or tenancy under the proposed contract.

If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancies of Proposer outside the proposed contract, Proposer shall give Town prompt written notice of any incident, occurrence, claim settlement or judgment against such insurance which may diminish the protection such insurance affords the Town. Proposer shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

FAILURE TO PROCURE INSURANCE: The successful Proposer's failure to procure or maintain required the insurance program shall constitute a material breach of the contract by which Town may immediately terminate same.

INSURANCE CHECK LIST

1. Workers' Compensation and Employer's Liability per the statutory limits of the state of Florida.
2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. Contractual Liability and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
4. The Town must be named as an additional insured on the liability policies; and it must be stated on the certificate.
5. Thirty (30) days written cancellation notice required.
6. Best's guide rating B+: VI or better, latest edition.
7. The certificate must state the RFP number and title

PROPOSER AND INSURANCE AGENT STATEMENT:

I understand the Insurance Requirements of these specifications and that evidence of this insurance may be required within five (5) days after Proposal opening. **If I am selected as the successful Proposer, I further understand and agree and acknowledge that failure to procure or maintain the required insurance policy shall constitute a material breach of the contract by which the Town may immediately terminate same.**

For Proposer/ Print Name / Title

Signature of Proposer

PROPOSER INFORMATION

Submitted by: _____

Proposer (Entity): _____

Signature: _____

Name (Printed): _____

Address: _____

Town/State: _____

Telephone: _____

Fax: _____

E-mail: _____

Federal ID# _____

It is understood and agreed by Proposer that the Town reserves the right to reject any and all Proposals, to make awards on all items or any items according to the best interest of the Town, and to waive any irregularities in the RFP or in the Proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any time until and unless a contract has been agreed to and signed by both parties.

For Proposer: (Authorized Signature)

(Date)

(Printed Name)

DECLARATION

TO: Town of Medley
7777 N.W. 72 Avenue
Medley, Florida 33166

Submitted this _____ day of _____, 2011.

The undersigned, as Proposer, declares that the only persons interested in this Proposal are named herein; that no other person has any interest in this responses or in the contract to which this response pertains; that this response is made without connection or arrangement with any other person; and that this response is in every respect fair and made in good faith, without collusion or fraud.

The Proposer agrees if this response is accepted, to execute an appropriate Town of Medley document for the purpose of establishing a formal contractual relationship between the Proposer and the Town, for the performance of all requirements to which the response pertains.

The Proposer states that the response is based upon the documents identified by the following number: RFP No. 2011-004.

WITNESS

PROPOSER SIGNATURE

PRINTED NAME

PRINTED NAME

WITNESS

TITLE

PRINTED NAME

**SWORN STATEMENT UNDER SECTION
287.133(3) (a), FLORIDA STATUTES, ON PUBLIC
ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[Print name of public entity]

by _____
[Print individual's name and title]

For _____
[Print name of entity submitting sworn statement]

Whose business address is _____

And (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____ .)

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), **Florida Statutes**, means:

- 1) A predecessor or successor of a person convicted of a public entity crime; or
- 2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an

arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes** means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Sworn to and subscribed before me this day of _____, 2011.

Personally known _____

OR Produced identification _____ Notary Public - State of _____

_____ My commission expires _____
(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)

QUESTIONNAIRE

Proposer's Name:

Principal Office Address:

Official Representative:

Individual
Partnership (Circle One)
Corporation

If a Corporation, answer this:

When Incorporated:

In what State:

If a Foreign Corporation:
Date of Registration with Florida Secretary of State:

Name of Resident Agent:

Address of Resident Agent:

President's Name:

Vice-President's Name:

Treasurer's Name:

Questionnaire (continued)

Members of Board of Director:

If a Partnership:

Date of organization:

General or Limited Partnership*:

Name and Address of Each Partner:

NAME

ADDRESS

* Designate general partners in a Limited Partnership

1. Number of years of relevant experience in operating same or similar business: _____

2. Have any agreements held by Proposer for a project ever been canceled?

Yes ()

No ()

If yes, give details on a separate sheet.

3. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Bidder/Proposer refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last 5 years?

If yes, please explain:

Questionnaire (continued)

4. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes () No ()

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary on a separate sheet.

5. Person or persons interested in this RFP and Qualification Form have () have not () been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words)

Explain any convictions:

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

B. List all judgments from lawsuits in the last five (5) years:

C. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

7. Conflicts of Interest. The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this proposal: (If none, state same.)

8. Public Disclosure. In order to determine whether the members of the Evaluation Committee for this Request for Proposals have any association or relationships which would constitute a conflict of interest, either actual or perceived, with any Proposer and/or individuals and entities comprising or representing such Proposer and in an
Questionnaire (continued)

attempt to ensure full and complete disclosure regarding this contract, all Proposers are required to disclose all persons and entities who may be involved with this Proposal. This list shall include public

relation firms, lawyers and lobbyists. The Procurement Division shall be notified in writing if any person or entity is added to this list after receipt of proposals.

9. Are there any pending discussions relative to mergers, acquisitions, partnerships, or assignment of contract?

The Proposer understands that information contained in this Questionnaire will be relied upon by the Town in awarding the proposed contract, and such information is warranted by the Proposer to be true and accurate. The Proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the Proposer, as may be required by the Town Manager. The Proposer further understands that the information contained in this Questionnaire may be confirmed through a background investigation conducted by the Town, through the Medley Police Department. By submitting this Questionnaire the Proposer agrees to cooperate with this investigation, including but not limited to, fingerprinting and providing information for a credit check.

PROPOSER

WITNESS:

IF INDIVIDUAL:

Signature

Signature

Print Name

Print Name

WITNESS:

Signature

Print Name

IF PARTNERSHIP:

Print Name of Successful Proposer

Address

By: _____
General Partner

Print Name

ATTEST:

Secretary

Print Name

(CORPORATE SEAL)

IF CORPORATION:

Print Name of Corporation

Address

By: _____
President

Print Name

**TOWN OF MEDLEY
REASONABLE MEASURES APPLICATION**

Declaration: Nondiscrimination in Contracts and Benefits

Submit this form and supporting documentation to the Town's Procurement Division ONLY IF you:

- a. Have taken all reasonable measures to end discrimination in benefits; and
 - b. Are unable to do so; and
 - c. Intend to offer a cash equivalent to employees for whom equal benefits are not available.
- You must submit the following information with this form:

1. The names, contact persons and telephone numbers of benefits providers contacted for the purpose of acquiring nondiscriminatory benefits;
2. The dates on which such benefits providers were contacted;
3. Copies of any written response(s) you received from such benefits providers, and if written responses are unavailable, summaries of oral responses; and
4. Any other information you feel is relevant to documenting your inability to end discrimination in benefits, including, but not limited to, reference to federal or state laws which preclude the ending of discrimination in benefits.

I declare (or certify) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Name of Company (please print)

Mailing Address of Company

Signature

City, State, Zip

Name of Signatory (please print)

Telephone Number

Title

Date