

# **Solicitation 163-11772**

## **Security Officer/Guard Services**

### **Bid Designation: Public**



**City of Fort Lauderdale**

## Bid 163-11772 Security Officer/Guard Services

Bid Number **163-11772**  
 Bid Title **Security Officer/Guard Services**

Bid Start Date **May 23, 2016 1:59:18 PM EDT**  
 Bid End Date **Jun 8, 2016 2:00:00 PM EDT**  
 Question & Answer End Date **Jun 1, 2016 5:00:00 PM EDT**

Bid Contact **Rachel E Sklarew**  
**Procurement Specialist II**  
**Finance - Procurement Division**  
**954-828-6167**  
**rsklarew@fortlauderdale.gov**

Prices Good for **120 days**

**Bid Comments** The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Security Officer Services for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB). For information concerning procedures for responding to this solicitation, contact Procurement Specialist Rachel Sklarew at (954) 828-6167 or email at rsklarew@fortlauderdale.gov. Such contact shall be for clarification purposes only.

**Addendum # 1**

New Documents	163-11772 Security Services Addendum No 1.doc Florida Patrol Investigators Contract.pdf 425-10963 - Security Guard Services PBS Line Item Tab Report.pdf 425-10963 Evaluation and Ranking.pdf
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**Item Response Form**

Item **163-11772--01-01 - Security Officer Level C**  
 Quantity **8760 hour**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
Fiveash Water Treatment Plant  
 4321 NW 9th Avenue  
 (Enter thru 949 NW 38th Street Gates)  
 Oakland Park FL 33309  
**Qty 8760**

**Description**  
 Provide price per hour for Security Guard/Officer Level C services per specifications.

Item **163-11772--01-02 - \*\*Alternate\*\* Security Officer Level A**

Quantity **1 hour**

Unit Price

Delivery Location **City of Fort Lauderdale**

No Location Specified  
No Location Specified  
No Location Specified FL 33301  
**Qty 1**

**Description**

**\*\*Alternate Pricing\*\*** Security Officer services for other City facilities and/or event and/or emergency on an as needed basis.

Item **163-11772--01-03 - \*\*Alternate\*\*Security Officer Level B**

Quantity **1 hour**

Unit Price

Delivery Location **City of Fort Lauderdale**

No Location Specified  
No Location Specified  
No Location Specified FL 33301  
**Qty 1**

**Description**

**\*\*Alternate Pricing\*\*** Security Officer services for other City facilities and/or event and/or emergency on an as needed basis.

ITB #: 163-11772  
TITLE: Security Officer Services

## INFORMATION SPECIAL CONDITIONS

### 01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Security Officer Services for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

### 02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Rachel Sklarew at (954) 828-6167 or email at [rsklarew@fortlauderdale.gov](mailto:rsklarew@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at [www.bidsync.com](http://www.bidsync.com) or reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6<sup>th</sup> floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation.

### 03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

### 04. PRE-BID CONFERENCE AND/OR SITE VISIT

There will not be a pre-bid conference or site visit for this Invitation to Bid.

### 05. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

### 06. PRICING/DELIVERY

Contractor must quote a firm, fixed annual price for all services stated in the ITB, which includes any travel associated with coming to the City of Fort Lauderdale.

Failure to provide costs as requested in this ITB may deem your bid non-responsive.

**07. BID DOCUMENTS**

The Contractor shall examine this bid carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

**08. METHOD OF AWARD**

Award may be in the aggregate, or by line item, or by group, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

**09. PRICE VALIDITY**

Prices provided in this Invitation to bid (ITB) are valid for 120 days from time of ITB opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

**10. GENERAL CONDITIONS**

General Conditions Form G-107 Rev. 02/15 (GC) are included and made a part of this ITB.

**11. NEWS RELEASES/PUBLICITY**

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

**12. CONTRACTORS' COSTS**

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

**13. RULES AND SUBMITTALS OF BIDS**

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

**14. APPROVED EQUAL OR ALTERNATIVE PRODUCT PROPOSALS**

The Technical Specifications contained in this solicitation are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City of Fort Lauderdale. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

The Contractor must state clearly in their bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the Contractor's responsibility to provide adequate information in their proposal to enable the City to ensure that the Contractor meets the required criteria. If adequate information is not submitted with the bid, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Contractor which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

**15. WARRANTIES OF USAGE**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**16. CONTRACT PERIOD**

The initial contract term shall commence upon final execution of the contract by the City and shall expire 1 year(s) from that date or the day after the current contract expires, whichever is later. The City reserves the right to extend the contract for additional 3 terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than one hundred twenty (120) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

**17. COST ADJUSTMENTS**

Prices quoted shall be firm for the initial contract term of one (1) year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this ITB.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the Consumer Price Index Wage Earner (CPI-W) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed three percent (3.0%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract term then in effect, as compared to the index for the comparable month, one-year prior. The Contractor is subject to price decreases as well as increases based on the CPI.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

**18. SERVICE TEST PERIOD**

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

**19. CONTRACT COORDINATOR**

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

**20. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS**

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of the contract extension.

**21. INVOICES/PAYMENT**

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

**22. PAYMENT METHOD**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

**23. RELATED EXPENSES/TRAVEL EXPENSES**

All related expenses chargeable to the City, such as supplies, printing, binders, etc shall be passed through at Contractor's cost. Related expenses shall not include any postage, telephone toll charges, or other charges incurred in the normal course of business.

**24. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

While this contract is for services provided to the department referenced in this Invitation For Bid, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

**25. DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to services, after the City has approved work to begin on such services, and a budget has been established for those services, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

**26. SUBSTITUTION OF PERSONNEL**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

**27. INSURANCE**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes

coverage for work contemplated in this ITB shall be deemed unacceptable, and shall be considered breach of contract.

### **Workers' Compensation and Employers' Liability Insurance**

Limits: Workers' Compensation – Per Florida Statute 440  
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at [www.fldfs.com](http://www.fldfs.com).

### **Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

### **Automobile Liability Insurance**

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person
	\$500,000 each occurrence
Property damage	\$100,000 each occurrence

A copy of ANY current Certificate of Insurance should be included with your bid. In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:  
City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue, Room 619  
Fort Lauderdale, FL 33301

### **Professional Liability (Errors & Omissions)**

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## **28. SUB-CONTRACTORS**

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve

or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

### **29. INSURANCE – SUB-CONTRACTORS**

Contractor shall require all of its sub-contractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the contractor.

### **30. INSURANCE FOR COLLECTION OF CREDIT CARD PAYMENTS**

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### **31. PAYMENT AND PERFORMANCE BOND**

(THIS SECTION INTENTIONALLY LEFT BLANK)

### **32. OWNERSHIP OF WORK**

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

### **33. CONDITION OF TRADE IN OF EQUIPMENT**

(THIS SECTION INTENTIONALLY LEFT BLANK)

### **34. CONDITIONS OF TRADE IN SHIPMENT AND PURCHASE PAYMENT**

All Prices of purchase items are to be Free on Board (FOB) Destination delivered to the specified City Agency. All Trade in equipment prices is to be FOB City Agency. City will ship trade in equipment FOB City Agency freight, collect to the address specified by the Contractor, or Contractor can arrange to pick up.

No City release of trade in equipment will be allowed prior to receipt and acceptance of purchased equipment will be allowed, unless prior arrangements have been made with the City Agency and approved by the Procurement Services Division.

Payment for the net cost to the City (purchase price less trade in credit) will be made within (45) days from acceptance of the purchase equipment or receipt of a correct invoice, whichever occurs last.

### **35. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- a) The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence

and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

- b) The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- c) No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- d) The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

### **36. PUBLIC ENTITY CRIMES**

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

### **37. DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

### **38. SAFETY**

(THIS SECTION INTENTIONALLY LEFT BLANK)

### **39. CANADIAN COMPANIES**

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

### **40. LOBBYING ACTIVITIES**

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at [http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist\\_ordinance.pdf](http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf).

### **BID TABULATIONS/INTENT TO AWARD**

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at:

<http://fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

Tabulations of receipt of those parties responding to a formal solicitation may be found at:

<http://fortlauderdale.gov/departments/finance/procurement-services/bid-results>

Or any interested party may call the Procurement Services Division at 954-828-5933.

#### **41. VERIFICATION OF EMPLOYMENT STATUS**

Any Contractor/Consultant assigned to perform responsibilities under its' contract with a State agency are required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement (Attachment " ") should be completed and submitted with Bidder's response to this ITB.

#### **42. SAMPLE CONTRACT AGREEMENT**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor, can be found at our website:

<http://fortlauderdale.gov/home/showdocument?id=1212>

#### **43. SERVICE ORGANIZATION CONTROLS**

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#### **44. LOCAL BUSINESS PREFERENCE**

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference. In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**

<http://fortlauderdale.gov/home/showdocument?id=6422>

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

- c) Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time

- employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
- d) Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
  - e) Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Broward County.
  - f) Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

## **SCOPE OF SERVICES**

### **2.1 GENERAL INFORMATION**

The purpose of this solicitation is to contract with a qualified security firm for security officer/guard services for the City's current and future needs for security officer service at the Public Works Fiveash Regional Water Treatment Plant compound as well as the use of these security officer services for other City facilities and/or event and/or emergency on an as needed basis. The City reserves the right to select the level of security officers required; along with changes in Post Orders i.e. hours of coverage, established routes, and other criteria or policies included in the ITB attachments, etc. The City wants to have a 1-year contract with the right to extend for an additional 3 terms providing the qualified Security Firm ("Contractor") is capable of meeting the City's security officer needs.

### **2.2 LOCATION**

The City requires a security officer services at the following location:

Public Works Fiveash Compound  
949 NW 38th Street  
Fort Lauderdale, FL 33309

### **2.3 SECURITY FIRM ("CONTRACTOR") MINIMUM REQUIREMENTS**

- a) The Contractor must have a Class "B" Security Firm License.
- b) Any and each individual branch office location where security business is actively conducted must have a Class "BB" Branch Office License.
- c) Any person who directs the activities of licensed security officers at any firm or branch office must have a Class "M" or Class "MB" Manager License. A Class "D" licensee, who has been so licensed for a minimum of two (2) years may be designated as the manager, in which case the Class "M" or "MB" license is not required.
- d) The manager assigned to firm or branch office must operate primarily from the location for which he has been designated as manager.
- e) Each licensed location must have a designated, properly licensed manager and a licensed manager may only be designated as manager for one location.
- f) Contractor must have a regular business office location in the tri-county area (Miami-Dade, Broward, and/or Palm Beach).
- g) The Contractor's dispatch facility shall be staffed by full-time employees of the Contractor at the location properly zoned for such activity.

*Section 493.6106(2)(a), F.S.; Section 493.6301(1), F.S.; Section 493.6301(2), F.S.; Section 493.6301(3)(a), F.S.*

### **2.4 SECURITY OFFICER EXPERIENCE AND QUALIFICATIONS**

All personnel assigned to this contract shall be properly trained, qualified, and licensed to perform security services as outlined in Level A, B and C below. The Contractor will provide candidates for

review and approval either administratively or personally by the City's designated representative prior to assigning a Security Officer to the Public Works Fiveash Regional Water Treatment Plant compound.

All Contractor personnel will be required to conduct themselves in a professional, respectable manner, observe the doctrines of behavior as a public servant and be polite, courteous, cooperative, and pleasant in the conduct of their duties. Any officer found not performing their duties during their scheduled post can be grounds for dismissal and a replacement officer provided immediately. The Contractor shall be responsible for the appearance, conduct, and supervision of all personnel concerned with the operation of this security officer contract.

The Contractor must provide a minimum of eight hours on-site training for security officers that will be individually assigned to the location. Training time is not billable to the City.

### **LEVEL A - BASE LEVEL**

Any individual who performs the services of security officer must have a Class "D" Security Officer license **and must own or be employed by a licensed Class "B" Security Firm or branch office and the following experience, training, and communication:**

- a) Must be at least 18 years of age.
- b) Must be a citizen or legal resident alien of the United States or have been granted authority to work in this country by the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS)
- c) Be literate in the English language (i.e., be able to read, write, speak understand and be understood). Oral command of the English language must be sufficient to permit full communication, particularly in times of stress.
- d) Have a valid driver's license.
- e) Evidence having served not less than 1 year in a responsible security position.
- f) High school Diploma or equivalent.
- g) Ability to assess medical emergencies and use a first aid kit.
- h) Must have CPR certification.
- i) Must pass criminal background check and be fingerprinted by the Contractor and the results of such checks shall be made available to the City upon request. The City will not consider anyone with dishonorable discharges from the military or any history of moral turpitude.
- j) Successfully completed training programs on: basic security techniques, investigations, report writing, patrolling tactics, public relations, safety, proper use of telephones and radio, and eight hours on-site training by supervisor of the Contractor verified and documented by the City.

Results and evidence of licensure and certification shall be made available to the City upon request.

#### Physical and Mental Qualifications:

Security Officer must successfully pass a medical examination, conducted at the Contractor's expense, prior to duty assignment. The Security Officer must have the ability to stand, walk, and run if necessary.

#### Primary Responsibilities:

- k) Security Officer duties are aimed at prevention of crime.
- l) To make his or herself clearly visible.
- m) Protect City's property and staff by maintaining a safe and secure environment.
- n) Answer alarms and investigate disturbances.
- o) Monitor and control access and departure at building entrances and vehicle gates of employees, visitors, and other persons to guard against theft and maintain security of premises.
- p) Observe for signs of crime or disorder and investigate.
- q) Act lawfully in direct defense of life or property.
- r) Call police or fire departments in cases of emergency, such as fire or presence of unauthorized persons.

### **LEVEL B - MID LEVEL**

Meet all the requirements of Level A and:

- a) Evidence having served not less than two (2) years in satisfactory and responsible full-time security position. Service as a part-time police officer, reserve officer, or part-time security officer does not meet this criteria.

Primary Responsibilities:

Meet all the requirements of Level A and:

- b) Access control of higher risk area.
- c) Observe and report in detail any suspicious incidents.
- d) Monitor alarm systems or video cameras and operate detecting/emergency equipment.
- e) Building and ground patrol among visitors, patrons, and employees to preserve order and protect property.
- f) Utilize detecting devices to screen individuals and prevent passage of prohibited articles into restricted areas.
- g) Alert in order to respond quickly and correctly during crisis.

### **LEVEL C - HIGH LEVEL**

Meet all the requirements of Level B and have a Florida Class "G" Security Officer statewide firearm license and:

- a) Must pass criminal background check and be fingerprinted including felony screening in both the State of Florida and a national check by the FBI at the Contractors expense.
- b) Must legally carry own firearm and gear while on duty.
- c) Must have successfully completed an advanced First Aid Course, be able to administer oxygen, and operate an AED (automated external defibrillator).

Physical & Mental Qualifications:

Security Officers shall have no physical weaknesses or abnormalities that would adversely affect their performance of assigned security job duties. Security Officers shall successfully pass a physical examination administered by a licensed physician. The examination will be conducted at the Contractors expense and prior to duty assignment.

Armed personnel shall meet the following additional physical requirements:

- d) Binocular vision, which is correctable to 20/20 vision.
- e) Where corrective eyeglasses are required, they shall be of the safety glass type.
- f) Ability to distinguish shades of colors.
- g) Ability to hear ordinary conversation at a distance of 20 feet, without the use of artificial hearing devices.
- h) Freedom from drug use, except prescribed medication as evidenced by urinalysis test.
- i) Freedom from disease or condition that results in indistinct speech.
- j) Freedom from medical history or medical diagnosis of epilepsy or diabetes, unless controlled with proper medication.
- k) Free from any physical or emotional disorder, or any hindrance that may inhibit or preclude meeting the professional standards required by the contract.
- l) Blood pressure and other vital signs must be within normal limits.

The City will review all background checks on security officers proposed for each level.

Primary Responsibilities:

Meet all the requirements of Level B and:

- m) Access control of higher risk area where documentation and basic computer skills might be required.
- n) Patrol randomly and/or regularly building and/or perimeter by use of authorized roving vehicle, golf cart, and/or by foot to prevent and detect signs of intrusion and ensure security of premise.
- o) Write reports of daily activities and irregularities, such as equipment or property damage, theft, presence of unauthorized persons, or unusual occurrences.
- p) Warn persons or rule infractions or violations, and apprehend or evict violators from premises when necessary.

## **2.5 SCOPE OF SERVICES REQUIRED SERVICES**

The scope of services at this facility will be to provide:

- a) An armed LEVEL C Security Officer will monitor the Public Works Fiveash Compound on a 24-hour basis using a roving golf cart and foot patrol services. This compound is critical to public safety because it contains a fresh water treatment facility, a gasoline dispensing station, and the administration offices for the Public Works Department.
- b) The Security Officer will report to the designated location on time and will remain on duty until the end of the shift and until properly relieved. No officer will work more than a twelve (12) hour shift in a twenty four (24) hour- period.
- c) It is preferred that the twenty four (24) hour period be broken into three (3) eight (8) hour shifts:

- 1) From 7 AM until 3 PM daily, Monday thru Friday, the armed LEVEL C Security Officer will be responsible for maintaining a security checkpoint at the main entrance gate to the compound. They will provide access control on all vehicles and/or persons entering the compound and confirm the individuals are authorized for entry into the facility.
- 2) From 3 PM until 11 PM daily, Monday thru Friday, the armed LEVEL C Security Officer will be responsible for maintaining a security checkpoint at the main entrance gate to the compound. They will provide access control on all vehicles and/or persons entering the compound and confirm the individuals are authorized for entry into the facility. At 6 PM the officer will close the gate and provide roving security throughout the compound.
- 3) From 11 PM until 7 AM daily, Monday thru Friday, the armed LEVEL C Security Officer will be responsible for providing roving security throughout the compound. At 6 AM the officer will be responsible for opening the gate and maintaining a security checkpoint at the main entrance gate to the compound. They will provide access control on all vehicles and/or persons entering the compound and confirm the individuals are authorized for entry into the facility.
- 4) On all official City holidays, the entrance gate will remain closed and the Security Officer will maintain a roving patrol throughout the compound.

The shift schedule will need to be approved by the City.

- d) The Contractor must provide at its expense an electronic device that documents the time and date that patrols have taken place. Examples of these devices are Deggy Guard Tour, Precision Point, and Proxy Guard. All records of such patrols will be made available and reviewable by the City at their request.
- e) Contractor shall have the capacity to provide additional Security Officers, as may be required during the contract period. Such extra officer services shall be billed to the City at the same contract hourly rate.
- f) Contractor shall be able to respond to City requests for changes in hours of work, if such changes are required to provide adequate security for the City facilities under contract.
- g) Requests by the City for additional coverage or a reduction in coverage must take place within 48 hours from the date of request. Such requests may be initially made verbally or in person, which shall be the date of request, but the City shall confirm the request in writing.

## **2.6 SERVICES AND EQUIPMENT PROVIDED BY CONTRACTOR**

- a) Contractor shall provide officer, the security golf cart (including appropriate weather enclosure/protection), uniform for the officer, and communication equipment for the officer, electronic automated device, supervision of the officer, and twenty four (24) hour per day, seven days per week communications access for the City and the officer.
- b) The Security Officer must have communications equipment that will allow him to contact his office, the Public Works Dispatcher or designee, and the Fort Lauderdale Police Department (e.g. radio, cellular phone, etc.). The Security Officer will carry an operating flashlight with batteries.
- c) Except where the City requires or has requested an armed LEVEL C Security Officer, no other officer providing services shall carry arms, even if properly trained and licensed.
- d) The security golf cart shall be clean, operable, and properly maintained at all times. A backup security golf cart with the same equipment and capabilities must be available within 4 hours from the time of notification.
- e) Both the Security Officers uniform and golf cart shall be clearly identified with the security firms name to notify the public that the Security Officer is providing a service for the City. The Officer shall wear a nametag and the vehicle shall have the telephone number of the security firm prominently displayed.
- f) The Security Officer will patrol the facilities both in the roving golf cart and on foot to inspect

- all parts of the facilities for the purpose of detecting and preventing individuals or groups from committing acts that are illegal or injurious to others or to the property.
- g) The Security Officer shall complete a daily report called an "Incident Report". At the completion of the shift the incident report will be provided to the Officer's Supervisor as well as the designated City staff Dispatcher or designee. Such reports shall have the Security Officer's name and date. The report shall note any contact initiated by the Security Officer against unauthorized parties or involving persons who may be reporting violations or suspicious activities or whose conduct on City property may voluntarily or involuntarily warrant response from the Security Officer. All instances that may be of interest to Supervisor or City personnel should be logged.
  - h) The incident report shall be completed even when reported activity involves response by Fort Lauderdale Police in order to further document the circumstances and confirm that a police report is in the process of being made. The Security Officer will contact the appropriate City and Contractor personnel when such events occur or have occurred. The Officer's Supervisor should be contacted in routine or non-emergency cases. The Fort Lauderdale Police Department and the Officer's Supervisor must be immediately contacted in emergencies or when assistance is thought to be needed.
  - i) The Security Officer will report safety hazards, malfunctioning equipment, trespassing, vandalism, suspicious activity, and other such matters to the City Dispatcher or their designee.
  - j) A Security Firm Supervisor will be responsible for the supervision of all personnel concerned with the operation of this security officer contract and confirm that the Security Officer is following prescribed procedures. The Security Firm Supervisor will visit the facility at least twice each week to familiarize him/herself with its condition and any accounts of trespassing or vandalism. Such visits are to be entered into the log. The supervisor, or other qualified personnel approved by the City shall take over for the Security Officer during any meal or other breaks when the Officer is not on his/her route and observing the site.
  - k) The Contractor must install surveillance equipment in the guard houses for the purpose of monitoring their personnel while on duty.

## **2.7 ADDITIONAL SCOPE OF SERVICES**

The City reserves the right to add and/or delete Security Officers or Services as required.

## **2.8 POST OPERATING ORDERS**

The City will provide the successful Contractor written policies and procedures governing the Security Officer(s) and the Firm's requirements for reporting observations, incidences and whatsoever to the Safety & Training Coordinator or his designee, the City Police Department, or other emergency contact personnel. Any additional written policies and procedures are for the purposes of enhancing compliance with the technical specifications of the contract and not to alter them, and may be amended from time to time to adjust for changing circumstances and needs.

## **2.9 PENALTY**

The City shall assess the Contractor two hundred dollars (\$200) in liquidated damages for each hour, or part thereof, that there is a lack of security coverage at the designated site, by any officer for any reason except "force majeure", and until such time as a qualified pre-approved officer arrives on duty. In addition, the City will not be billed for missed hours. If the security officer were to abandon their post for any reason, that would be grounds for the City to terminate the contract immediately.

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

#### 1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

#### 1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

#### 1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

### **Part II DEFINITIONS/ORDER OF PRECEDENCE:**

#### 2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

**CONTRACT** – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

**CONSULTANT** – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City. The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

**PART III BIDDING AND AWARD PROCEDURES:**

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested

should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make

an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm)**

**THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>**

#### **PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.

- All other remedies in law or equity.

- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending

audits, investigations or litigation matters relating to the contract are closed, whichever is later.

- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.
- 5.22 PUBLIC AGENCY CONTRACTS FOR SERVICES: if applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:**

- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to

perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

**NAME**

**RELATIONSHIPS**

-

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

**CONSTRUCTION BID CERTIFICATION**

**Please Note:** All fields below must be completed. If the field does not apply to you, please note N/A in that field. If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration)

Address:

City:  State:  Zip:

Telephone No.  FAX No.  Email:

Does your firm qualify for MBE or WBE status: MBE  WBE

If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Name</b>	<b>Title</b>	<b>Name</b>	<b>Title</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Name</b>	<b>Title</b>	<b>Name</b>	<b>Title</b>

**ADDENDUM ACKNOWLEDGEMENT** - Bidder acknowledges that the following addenda have been received and are included in the bid:

| Addendum No.         | Date Received        |
|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <input type="text"/> |

**VARIANCES:** If you take exception or have variances to any term, condition, specification, or requirement in this bid you must specify such variance in the space provided below or reference in the space provided below all variances contained on other pages within your bid. Additional pages may be attached if necessary. No variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. If submitting your response electronically through BIDSYNC you must also click the "Take Exception" button.

The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

**Submitted by:**

Name (printed)	Signature

Date: \_\_\_\_\_

Title \_\_\_\_\_

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### CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

Master Card

Visa Card

Company Name:

Name (Printed)

Signature

Date:

Title

**SAMPLE**

**ATTACHMENT A**

**AGREEMENT FOR  
(TITLE)**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Fort Lauderdale, a Florida municipality, (“City”), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and \_\_\_\_\_, a \_\_\_\_\_ corporation authorized to transact business in the State of Florida, (“Contractor” “Company”), whose address and phone number are \_\_\_\_\_, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

**WITNESSETH:**

**I. DOCUMENTS**

The following documents (collectively “Contract Documents”) are hereby incorporated into and made part of this Agreement:

- (1) Request for Proposal/Invitation to Bid xxx-xxxxx, XXXXXXXXXXXXXXXXXXXX, including any and all addenda, prepared by the City of Fort Lauderdale, (“RFP”/“ITB”) ( or “Exhibit A”).
- (2) Response to the RFP/ITB, dated \_\_\_\_\_ (“Exhibit B”).

All Contract Documents may also be collectively referred to as the “Documents.” In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated \_\_\_\_\_, 2012, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

**II. SCOPE**

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor’s obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City’s Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

**III. TERM OF AGREEMENT**

The initial contract period shall commence on “DATE” and shall end on “DATE”. Performance under this Agreement shall commence no later than \_\_\_\_\_, 2012. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

**IV. COMPENSATION**

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City’s obligation

to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor expenses.

## **V. METHOD OF BILLING AND PAYMENT**

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

## **VI. GENERAL CONDITIONS**

### **A. Indemnification**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

### **B. Intellectual Property**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

### **C. Termination for Cause**

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

### **D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

#### **E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

#### **F. Insurance**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

#### **Workers' Compensation and Employers' Liability Insurance**

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes  
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made, by the City's Risk Manager, if they are in accordance with Florida Statutes.

#### **Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

#### **Automobile Liability Insurance**

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

**Professional Liability (Errors & Omissions) – “IF REQUIRED IN BID SPECS”**Consultants

Limits: \$2,000,000 per occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue, Room 619  
Fort Lauderdale, FL 33301

**G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor’s health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

**H. Standard of Care**

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

**I. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City’s Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

**J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor’s subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor’s subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor’s subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor’s subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor’s subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor subcontractors’ records, Contractor and Contractor’s subcontractors shall comply with all requirements thereof; however, Contractor and Contractor’s subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City’s disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor’s subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with

generally accepted accounting practices and standards for records directly related to this contract.

**K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

**L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**M. Inspection and Non-Waiver**

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

**O. Conflicts**

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless

compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

**P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

**Q. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**R. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**T. Limitation of Liability**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

**U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

**V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise

authorized to execute same on their behalf.

**W. Prior Agreements**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

**X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

**Y. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**Z. Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
  - B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
  - C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
  - D. The non-performing party uses its best efforts to remedy its inability to perform.
- Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**AA. Scrutinized Companies**

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: \_\_\_\_\_  
City Manager

Approved as to form:

\_\_\_\_\_  
Senior Assistant City Attorney

ATTEST

CONTRACTOR

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(CORPORATE SEAL)

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_ as (title): \_\_\_\_\_ for \_\_\_\_\_ (Contractor name), a \_\_\_\_\_ corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_OR Produced Identification \_\_\_\_  
Type of Identification Produced \_\_\_\_\_



City of Fort Lauderdale • Procurement Services Division  
 100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
 954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

ADDENDUM NO. 1

ITB # 163-11772 Security Officer/Guard Services

ISSUED: 6/2/2016

This addendum is being issued to amend the solicitation and response to questions and comments received. The following amendments to the Scope of Services are as follows:

**Changing Section 2.5 SCOPE OF SERVICES REQUIRED SERVICES Items a)**

***From:***

An armed Level C Security Officer will monitor the Public Works Fiveash Compound on a 24-hour basis using a roving golf cart and foot patrol services.

***To Read:***

An armed Level C Security Officer will monitor the Public Works Fiveash Compound on a 24-hour basis, **7 days per week** using a roving golf cart and foot patrol services.

**Changing Section 2.5 Scope of Services Required Services Items c) 1) thru 3)**

**Line 1) is modified:**

***From:***

From 7 AM until 3 PM daily, Monday thru Friday the armed LEVEL C Security Officer will be responsible for maintaining a security checkpoint at the main entrance gate to the compound.

***To Read:***

From 7 AM until 3 PM daily, **Monday thru Sunday**, the armed LEVEL C Security Officer will be responsible for maintaining a security checkpoint at the main entrance gate to the compound.

**Line 2) is modified:**

***From:***

From 3 PM until 11 PM daily, Monday thru Friday the armed LEVEL C Security Officer will be responsible for maintaining a security checkpoint at the main entrance gate to the compound.

***To Read:***

From 3 PM until 11 PM daily, **Monday thru Sunday**, the armed LEVEL C Security Officer will be responsible for maintaining a security checkpoint at the main entrance gate to the compound.



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

**Line 3) is modified:**

**From:**

From 11 PM until 7 AM daily, Monday thru Friday the armed LEVEL C Security Officer will be responsible for maintaining a security checkpoint at the main entrance gate to the compound.

**To Read:**

From 11 PM until 7 AM daily, **Monday thru Sunday**, the armed LEVEL C Security Officer will be responsible for maintaining a security checkpoint at the main entrance gate to the compound.

*These changes apply to lines under c), 1) thru 3) of Section 2.5 Scope of Services Required Services.*

**Question and Answers:**

All questions were answered through BidSync. Additionally, three (3) attachments were uploaded to the Documents section in BidSync for review purposes:

1. Florida Patrol Investigators Contract
2. 425-10963 Security Guard Services Tabulation Report
3. 425-10963 Evaluation and Ranking

All other terms, conditions, and specifications remain unchanged.

Rachel Sklarew,  
Procurement Specialist II

Company Name: \_\_\_\_\_  
(please print)

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## AGREEMENT FOR SECURITY GUARD SERVICES

**THIS AGREEMENT**, made this 14<sup>th</sup> day of August 2012, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Florida Patrol Investigators, Inc., a Florida corporation d/b/a FPI Security Services, ("Contractor" or "Company"), whose address and phone number are 1776 West 38 Place, Hialeah, FL 33012, Phone: 305-827-4300, Fax: 305-826-7741, Email: alex@fpisecurity.com for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

### WITNESSETH:

#### I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Request for Proposal No. 425-10963, Security Guard Services, PBS, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").
- (2) The Contractor's response to the RFP, dated April 2, 2012, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated Aug. 14<sup>th</sup>, 2012, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

#### II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

### **III. TERM OF AGREEMENT**

The initial contract period shall commence on September 3, 2012, and shall end on September 2, 2014. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

### **IV. COMPENSATION**

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

### **V. METHOD OF BILLING AND PAYMENT**

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

## VI. GENERAL CONDITIONS

### A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

### B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

### C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

**D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

**E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

**F. Insurance**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required: The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

**Workers' Compensation and Employers' Liability Insurance**

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes  
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

#### **Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

#### **Automobile Liability Insurance**

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue, Room 619  
Fort Lauderdale, FL 33301

#### **G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

**H. Standard of Care**

Contractor represents that he/she/it is qualified to perform the Work; that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

**I. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

**J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

**K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

**L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**M. Inspection and Non-Waiver**

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

#### **O. Conflicts**

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

**P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

**Q. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**R. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**T. Limitation of Liability**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

**U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

**V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

**W. Prior Agreements**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

**X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

**Y. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**AA. Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion,

strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**BB. Scrutinized Companies**

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011) , as may be amended or revised.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: [Signature]  
City Manager

Approved as to form:

[Signature]  
Senior Assistant City Attorney

ATTEST

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary

CONTRACTOR

By: [Signature]  
Print Name: Alexander Perez  
President Director

(CORPORATE SEAL)

STATE OF Florida :  
COUNTY OF Hernandez :

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of July, 2012, by Alexander Perez as president for Florida Patrol Investigators, Inc., a Florida corporation d/b/a FPI Security Services.

(SEAL)



[Signature]  
Notary Public, State of Florida  
(Signature of Notary Public)

Josefina M. Fernandez  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**EXHIBIT A**

**Solicitation 425-10963**  
**Security Guard Services, PBS**



**City of Fort Lauderdale**

**Bid 425-10963**  
**Security Guard Services, PBS**

Bid Number           **425-10963**  
Bid Title              **Security Guard Services, PBS**

Bid Start Date       **Mar 12, 2012 11:41:16 AM EDT**  
Bid End Date         **Apr 3, 2012 2:00:00 PM EDT**  
Question & Answer  
End Date            **Apr 2, 2012 2:00:00 PM EDT**

Bid Contact          **Bob McKenney**  
                          **Procurement Specialist II**  
                          **Procurement**  
                          **954-828-5139**  
                          **RMcKenney@fortlauderdale.gov**

Pre-Bid Conference **Mar 21, 2012 10:00:00 AM EDT**  
**Attendance is optional**  
**Location: City of Fort Lauderdale**  
**City Hall**  
**100 North Andrews Ave.**  
**6th Floor Finance Conference Room**  
**Fort Lauderdale, FL 33301**

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**Changes made on Mar 13, 2012 3:29:25 PM EDT**

**Changes were made to the following items:**  
Security Guard Services, PBS

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**Changes made on Mar 14, 2012 10:45:42 AM EDT**

**Changes were made to the following items:**  
Security Guard Services, PBS

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**Changes made on Mar 22, 2012 9:15:17 AM EDT**

**Changes were made to the following items:**  
Security Guard Services, PBS

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**Changes made on Mar 26, 2012 9:58:21 AM EDT**

New Documents       **10963 Non Collusion Statement.rtf**

**Changes were made to the following items:**  
Security Guard Services, PBS

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**Changes made on Mar 26, 2012 12:51:19 PM EDT**

**Changes were made to the following items:**

Security Guard Services, PBS**Changes made on Mar 27, 2012 9:17:57 AM EDT**

Previous Q & A End Date **Mar 29, 2012 2:00:00 PM EDT**      New Q & A End Date **Apr 2, 2012 2:00:00 PM EDT**

**Changes were made to the following items:**

Security Guard Services, PBS

**Description**

The City of Fort Lauderdale is actively seeking proposals from qualified bidders, hereinafter referred to as the Contractor, to provide an annual contract for Security Guard Services for various Departments in full accordance with the specifications, terms, and conditions contained in this Request for Proposal (RFP).

For information concerning procedures for responding to this RFP, contact Procurement Specialist II Bob McKenney at 954.828.5139 or [rmckenney@fortlauderdale.gov](mailto:rmckenney@fortlauderdale.gov). Any questions that contractors wish to have addressed and which might require an addendum must be submitted through the Question and Answer format through the BidSync website. If required, written addendum will be issued by the City.

As a clarification the Contractor is the company or person submitting the bid or RFP per the examples listed. Example 1: if John Doe submits a bid under the name of XYZ, Inc. and XYZ's Federal Tax Number than XYZ, Inc. is the contractor. Example 2: if John Doe submits a bid under his own name and personal Social Security number, than John Doe is the contractor.

The questions and answers section of this RFP in BidSync will become part of any contract that is created from this RFP.

The City of Fort Lauderdale uses BidSync ([www.BidSync.com](http://www.BidSync.com)) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in this solicitation process, nor will any fees be charged to the awarded vendor. Refer to [www.BidSync.com](http://www.BidSync.com) for further information.

Added on Mar 13, 2012:

Addendum #1

Part I Item 05, ELIGIBILITY currently reads in part "be properly licensed in the State of Florida and hold correct licenses in Broward County and the City of Fort Lauderdale"

Change to read: The vendor must hold all appropriate licenses that are required within the jurisdiction that the service is to be provided. This includes, a Broward County Occupational License and a State of Florida Class B Security Agency License with NO admin action pending status.

Added on Mar 14, 2012:

Addendum #2

As a clarification to addendum #1, only firms with offices located in Broward County are required to have a Broward County Occupational License.

Added on Mar 22, 2012:

Addendum #3

Some vendors have requested a tour of the two water facilities. If you are interested in attending a tour of the facilities you MUST RSVP Orlando Huguet no later than 4:00 PM Thursday March 29, 2012 at [ohuguet@fortlauderdale.gov](mailto:ohuguet@fortlauderdale.gov). The first tour will start at 9:30 AM at Public Works Administration/Fiveash 949 NW 38th Street Oakland Park, FL (Check in at the Guard House) The second tour will start at 11:30 AM at the Peele Dixie Water Treatment Plant 1500 State Route 7 Fort Lauderdale, FL. The tours will start promptly at the times stated. Vendors that have not RSVP'd or arrive late will not be allowed access to the facilities.

Added on Mar 26, 2012:

Addendum #4

The non-collusion statement was added.

Added on Mar 26, 2012:

Addendum #5

The Date of the tour is Friday March 30, 2012.

Added on Mar 27, 2012:

Addendum #6

Questions and answers will be accepted until April 2, 2012 at 2:00 PM.

**Changes made on Mar 13, 2012 3:29:25 PM EDT****Changes made on Mar 14, 2012 10:45:42 AM EDT****Changes made on Mar 22, 2012 9:15:17 AM EDT**

**Changes made on Mar 26, 2012 9:58:21 AM EDT**

**Changes made on Mar 26, 2012 12:51:19 PM EDT**

**Changes made on Mar 27, 2012 9:17:57 AM EDT**

RFP # 425-10963

TITLE: Security Guard Services PBS

## PART I – INTRODUCTION/INFORMATION

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide Security Guard Services for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Procurement Specialist II Bob McKenney at 954-828-5139 or email at [rmckenney@fortlauderdale.gov](mailto:rmckenney@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

04. PRE-PROPOSAL CONFERENCE AND SITE VISIT

There will be a pre-proposal conference scheduled for this Request for Proposal as stated in PART II – RFP Schedule. It is strongly suggested that all Contractor's attend the pre-proposal conference and/or site visit.

Attendance is not mandatory; however, it is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractor's attend the pre-proposal meeting and/or site visit.

It will be the sole responsibility of the Contractor to attend the pre-proposal/site visit to inspect the City's location(s) facilities systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

05. ELIGIBILITY

Bids shall be considered only from firms that have been engaged in providing services similar to those specified herein for a period of not less than two (2) years continuously and that are presently engaged in the provision of these services. They must be able to verify that they have provided billed service for a minimum average of 800 hours per month for the last two (2) years, be properly licensed in the State of Florida and hold correct licenses in Broward County and the City of Fort Lauderdale, as required. It may be necessary to produce evidence that they have sufficient financial support, delivery fleet and organization to insure that they can satisfactory perform the services if awarded a contract under the terms and conditions stated herein.

PERFORMANCE

It is the intention of the City to obtain the services as specified herein from a source of supply that will give prompt and convenient service. The awarded Contractor must be able to perform as required under the Scope of Services below. Any failure of a successful bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these services from other sources, when necessary, should a successful bidder be unable to perform on a timely basis and such delay may cause harm to the using department or city residents.

06. PRICING

Contractor must quote a firm, fixed hourly price for all services stated in the RFP.

07. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. AWARD

The City reserves the right to award to that proposer who will best serve the interests of the City, for the services that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

Contractor must bid on all items. Partial bids will not be considered.

09. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

**PART II - RFP SCHEDULE**

EVENT	DATE/TIME
Release of RFP	March 12, 2012
Pre-Proposal Meeting	March 21, 2012 at 10:00 AM at City Hall 100 North Andrews Ave. 6 <sup>th</sup> Floor Finance Conference Room Fort Lauderdale, FL 33301
Deadline for Questions/Request for Clarifications	March 29, 2012 at 2:00 PM
Proposal Due Date/Time (Deadline)	April 3, 2012 at 2:00 PM Must be delivered to City of Fort Lauderdale 100 North Andrews Ave. Room 619 Fort Lauderdale, FL 33301 The outside of the box should be marked Bid 425- 10963, Security Guard Services.

### PART III - SPECIAL CONDITIONS

01. GENERAL CONDITIONS  
RFP General Conditions Form G-107 Rev. 12/11 (GC) are included and made a part of this RFP.
02. NEWS RELEASES/PUBLICITY  
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.
03. RFP DOCUMENTS  
The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.
04. CONTRACTORS' COSTS  
The City shall not be liable for any costs incurred by Contractor in responding to this RFP.
05. RULES AND PROPOSALS  
The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.
06. CONTRACT PERIOD  
The initial contract term shall commence upon date of award by the City or 09/02/12, whichever is later, and shall expire two years from that date. The City reserves the right to extend the contract for two, additional one year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
- In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
07. COST ADJUSTMENTS  
Prices quoted shall be firm for the initial contract term of two years. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.
- Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).
- The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as

compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

08. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

09. CONTRACT COORDINATOR

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

10. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to

the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

11. INVOICES/PAYMENT

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

Any amount owed to the City by the Contractor due to damage or loss of equipment, property, etc. shall be deducted from the Contractor's invoice submitted for the period in which the loss / damage took place or for when the loss/damage was discovered.

The City shall not be charged for the training of new security guards, any security guards deemed needing re-training or any periodic training deemed necessary and essential by the city. The City will not be charged for any equipment rental if the equipment is not operable and/or on site. If the security guards do not perform the required duties such as scheduled patrols, the City will not be charged for their time on duty.

12. RELATED EXPENSES/TRAVEL EXPENSES

All costs including travel are to be included in your proposal. The security guard's billable time starts when they report to their post at the City, no travel time will be paid by the City. The City will not accept any additional costs.

13. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

14. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned.

If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

15. **SUBSTITUTION OF PERSONNEL**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

Any personnel that are replaced by request of the City, must be done within forty-eight hours from request.

16. **INSURANCE**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

**Workers' Compensation and Employers' Liability Insurance**

Limits: Workers' Compensation – Per Florida Statute 440  
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at [www.fldfs.com](http://www.fldfs.com).

### Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

### Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue, Room 619  
Fort Lauderdale, FL 33301

#### 17. SUBCONTRACTORS

The use of subcontractors will not be allowed by the primary contractor, unless there are special circumstances approved by the city. It is the intent of this contract to require the primary contractor to provide all services required.

#### 18. INSURANCE -- SUBCONTRACTORS

Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor. As stated above, sub-contractors are not allowed unless pre-approved by the City.

#### 19. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other

labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

## 20. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

## 21. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

## 22. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

## 23. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:

<http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf> .

24. BID TABULATIONS/INTENT TO AWARD

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at

[http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm). Tabulations of receipt of those parties responding to a formal solicitation may be found at

<http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

25. SAMPLE CONTRACT AGREEMENT

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website <http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

## PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### 4.01 GENERAL INFORMATION/INTENT

It is the intent of this section to establish a single level of Security Officer experience, training and abilities and to define the City's current needs for security officer services at Public Services. The City currently plans to use Security Officer Level C on a roving basis for the Public Services Fiveash Compound and the Peele-Dixie Water Treatment Plant, we reserve the right to change the level of the officers, and the hours of coverage, etc. The City wants to have a multi-year contract with a qualified Contractor that has the flexibility to adjust to the City's needs.

### 4.02 SECURITY OFFICER EXPERIENCE AND QUALIFICATIONS

All personnel assigned to this contract shall be of high quality, properly trained and qualified to perform high-level security services. Personnel shall be subject to advance approval by the City designated representative.

The Contractor shall be responsible for department, appearance, conduct and supervision of all personnel concerned with the operation of this security service contract. All Contractor personnel will be required to conduct themselves in a completely professional, respectable manner, observe the doctrines of behavior as a public servant and be polite, courteous, cooperative and pleasant in the conduct of their duties. Any guard caught asleep or off of their scheduled post or grounds shall be sent home immediately and a replacement guard shall be called in.

There must be a minimum of eight hours training at each specific site and shift post for security officers that will be individually assigned to same. Training time is not billable to the City.

#### GUARDS ARE TO BE CATEGORIZED AS FOLLOWS:

##### LEVEL A - BASE LEVEL

Experience, Training and Communication.

Each Security Officer will have a complete background check made by the Contractor and the results of such checks shall be made available to the City upon request.

- a. Shall be U.S. citizens or have a valid resident alien status.
- b. Be fully literate in the English language (i.e., be able to read, write, speak understand and be understood) Oral command of the English language must be sufficient to permit full communication, particularly in times of stress.
- c. Have a valid drivers license.
- d. One years experience in a responsible security position.
- e. High school diploma or equivalent.
- f. Successfully completed contractor training in the following: technique and patrol, first aid including CPR, public relations, safety, proper use of telephones

and radio, proper use of written report forms, eight hours on site training by supervisor of the contractor verified and documented by the City.

- g. Shall not be considered for this contract if they currently or in the past been involved in: (a) any felony or sex conviction, (b) military conduct resulting in dishonorable or undesirable discharge, (c) any pattern of irresponsible behavior, including but not limited to unreasonable driving, or a problem employment record.

Physical Capabilities: Security Officers must successfully pass a medical examination, conducted at the Contractors expense, prior to duty assignment. The minimum requirements are as follows:

- a. Freedom from any communicable disease.
- b. Binocular vision, which is correctable to 20/20 vision.
- c. Ability to distinguish shades of colors.
- d. Ability to hear ordinary conversation at a distance of 20 feet, without the use of artificial hearing devices.
- e. Freedom from drug use, except prescribed medication as evidenced by urinalysis test.
- f. Freedom from disease or condition that results in indistinct speech.
- g. Free from any physical or emotional disorder, or any hindrance that may inhibit or preclude meeting the professional standards required by the contract.
- h. Blood pressure and other vital signs must be within normal limits.

#### LEVEL B - MID LEVEL

Meet all the requirements of Level A and have a minimum of two (2) years satisfactory experience in a full time responsible security position. The equivalent hours of service as a part time police officer or security officer can be considered.

#### LEVEL C - HIGH LEVEL

Meet all the requirements of Level B and have the training qualifications and licenses to provide armed security officer services. A State of Florida Officer's "G" license is required. The City will review all background materials on a person proposed for this level.

#### 4.03 INITIAL SCOPE OF SERVICES

The City has four facilities requiring security and patrol services within their area of operations. They are:

##### Public Works:

1. Fiveash Compound, 949 NW 38<sup>th</sup> Street, Fort Lauderdale
2. Peele-Dixie Water Treatment Plant, 1500 South State Road 7, Fort Lauderdale

##### Department of Sustainable Development:

3. Building Services Center, 700 NW 19<sup>th</sup> Avenue, Fort Lauderdale

##### Housing and Community Development:

4. Mizell Center, 1409 NW 6<sup>th</sup> Street, Fort Lauderdale

The initial scope of services will be to provide:

1). A Level C roving (via vehicle and foot patrol) and armed Security Officer to cover the Public Works/Fiveash Compound on a 24-hour basis. This compound is critical to public safety because it contains a fresh water treatment facility, a gasoline dispensing station, and the administration offices for the Public Works Department. From 6 AM until 6 PM daily, Monday thru Friday, the security guard will be responsible for maintaining a security checkpoint at the main entrance gate to the compound. They will check all vehicles entering the compound and insure the individuals are authorized entry into the facility. From 6 PM until 6 AM daily and from 6 PM on Fridays until 6 AM on Monday, the security guard will close the gate and provide roving security throughout the compound. On all official city holidays, the entrance gate will remain closed and the security guard will maintain a roving patrol throughout the compound.

2). A Level C roving (via vehicle and foot patrol) and armed Security Officer to cover the Peele-Dixie Water Treatment Plant on a 12-hour basis from 6:00 PM to 6:00 AM. This compound is also critical to public safety because it also contains a fresh water treatment facility. This facility is closed to the public and has a security gate that the employees can open with a pass code.

The contractor must provide at its expense an electronic device at each location that documents the time and date that patrols have taken place. Examples of these devices are: Guard Tour, Precision Point and Proxy Guard. All records of such patrols will be made available and reviewable by the city at their request.

Contractor shall have the capacity to provide additional security guards, as may be required during the contract period. Such extra guard services shall be billed to the City at the same contract hourly rate.

Contractor shall be able to respond to City requests for changes in hours of work, if such changes are required to provide adequate security for the facilities listed.

Requests by the City for additional coverage or a reduction in coverage at the above locations must take place within 48 hours from the date of request. Such requests may be initially made verbally or in person, which shall be the date of request, but the City shall confirm the request in writing.

3 & 4). A Level A security officer to cover the Building Services Center and Mizell Center from 7:00 AM until 6:00 PM Monday thru Friday. The contract administrator will oversee the officers duties.

#### 4.04 SERVICES AND EQUIPMENT PROVIDED BY THE CITY

None stated.

#### 4.05 SERVICES AND EQUIPMENT PROVIDED BY THE CONTRACTOR

A). Contractor to provide the officer, the vehicle, uniform for the officer, communications equipment for the officer, electronic automated device, supervision of the officer and twenty four (24) hour per day, seven days per week communications access for the City and officer.

B). Contractor shall have a regular business office located in the tri-county area (Dade, Broward, Palm Beach). The Contractor's dispatch facility shall be staffed by full-time employees of the contractor at a location properly zoned for such activity.

C). Except where provided by the City for roving services, the Security Officer must have communications equipment that will allow him to contact his office, the Public Works Dispatcher or designee and the Fort Lauderdale Police Department (e.g. radio, cellular phone, etc). The Security Officer will carry a flashlight with batteries.

D). Except where the City requires or has requested a Level C Armed Security Officer, no other officer providing services shall carry arms, even if properly trained and licensed. Arms shall include, but are not limited to; weapons, mace/pepper spray and nightstick.

E). The Security Officer will be neatly groomed, in the approved uniform and properly equipped.

F). The security vehicle shall be clean, operable and properly maintained at all times.

G). A backup vehicle must be available within 4 hours from the time of notification and have the equipment and capabilities of vehicle requirements indicated in these specifications.

H). Both the Security Officers uniform and vehicle shall be clearly identified with the security firms name to notify the public that the Security Officer is providing the service for the City. The Officer shall wear a nametag and the vehicle shall have the telephone number of the security firm prominently displayed.

I). The Security Officer will report to the designated initial location on time and will remain on duty until the end of the shift or until properly relieved. No officer will work more than a twelve (12) hour shift in a twenty four (24) hour period.

J). The Security Officer will maintain a good personal and uniform appearance, be courteous to residents and visitors at the facilities and to City personnel. The Security Officer will not conduct any personal activity that would detract from a professional image.

K). The Security Officer will patrol the facilities both in the vehicle and on foot to inspect all parts of the facilities for the purpose of detecting and preventing individuals or groups from committing acts that are illegal or injurious to others or to the property. The Security Officer shall complete a daily report and an "Incidence Report" at the completion of the shift to be provided to the Safety & Training Coordinator at the Public Works site and to the Plant Supervisor at the Peele-Dixie site, or their designee. Such reports shall note any contact initiated by the Security Officer against unauthorized parties or involving customers who may be reporting violations or suspicious activities or who's conduct on City property may voluntarily or involuntarily warrant response from the Security Officer. The Incidence Report shall be completed even when reported activity involves response by Fort Lauderdale Police in order to further document the circumstances and confirm that a Police Report is in the process of being made.

L). The Security Officer will contact the appropriate party when such events occur or have occurred. The Safety & Training Coordinator or Plant Supervisor should be contacted in routine or non-emergency cases. The Fort Lauderdale Police Department and the Officers Supervisor must be immediately contacted in emergency situations or when assistance is

thought to be needed. It is not expected that the Security Officer will enter into a direct confrontation with persons at the facilities being guarded.

M). The Security Officer will report safety hazards, malfunctioning equipment and other such matters to the Safety & Training Coordinator, Plant Supervisor or their designee.

N). The Security Officer will maintain a daily logbook, recording all instances that may be of interest to Supervisors or City personnel.

O). A Security Firm Supervisor will visit the Security Officer at least once during each shift to insure that the Security Officer is following proscribed procedures. Such visits are to be entered in the log. The Security Firm Supervisor shall visit all of the facilities at least once each week to familiarize himself with their condition and any possible safety or security problems or potential problems. The supervisor, or other qualified personnel approved by the City shall take over for the Security Officer during any meal or other breaks when the Officer is not on his route and observing the site.

#### 4.06 OTHER EQUIPMENT

The current contractor has installed CCTV surveillance equipment in the guard houses for the purpose of monitoring their personnel while on duty. The contractor must install similar equipment.

#### 4.07 POST OPERATING ORDERS

The City reserves the right to establish in writing with the successful Contractor more detailed written policies and procedures governing the Security Officer(s) and the Firm's requirements for reporting observations, incidences and whatever to the Safety & Training Coordinator or his designee, the City Police Department, or other emergency contact personnel. Such additional written policies and procedures are for the purposes of enhancing compliance with the technical specifications of the contract and not to alter them, and may be amended from time to time to adjust for changing circumstances and needs.

#### 4.08 PENALTY

The city shall assess the Contractor a \$100.00 penalty for each hour, or part thereof, that there is a lack of security coverage at the designated site, by any guard for any reason except "force majeure", and until such time as a qualified pre-approved guard arrives on duty. In addition, the City will not be billed for missed hours. If the security guard were to abandon their post for any reason, that would be grounds for the City to terminate the contract immediately.

## PART V – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

Understanding of the overall needs of the City for such services, as presented in the narrative proposal. This will include problem identification and the proposed method to accomplish the work required.	<b>30 Points</b>
Experience, qualifications and past performance of the proposing firm, including persons proposed to provide the services, facilities, resources and references.	<b>40 Points</b>
Cost to the City	<b>30 Points</b>
<b>TOTAL POINTS:</b>	<b>100</b>

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one, the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may then conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or

reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

## **PART VI - REQUIREMENTS OF THE PROPOSAL**

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

**THIS IS A PAPER RFP WITH CD.** All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

### **PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY PLUS (5) COPIES OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS**

**THE ABOVE REQUIREMENT TOTALS 6 COPIES OF YOUR PROPOSAL. CONTRACTOR SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.**

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. 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 City.

**A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.**

**PART VII - PROPOSAL PAGES – COST PROPOSAL**

**PROPOSAL PAGES PART I PRICE LIST / COST PROPOSAL**

Cost per hour to provide a roving Security Officer in accordance with the Scope of Services Section of this RFP.

Level A - Base Level \$ \_\_\_\_\_ per hour X 1 hour = \$ \_\_\_\_\_

Level B - Mid Level \$ \_\_\_\_\_ per hour X 1 hour = \$ \_\_\_\_\_

Level C - High Level \$ \_\_\_\_\_ per hour X 1 hour = \$ \_\_\_\_\_

Cost per hour to provide a vehicle for the roving Security Officer in accordance with the Scope of Services Section of this RFP.

Vehicle \$ \_\_\_\_\_ per hour

Fiveash Hours: 24/day X 365 days = 8,760 hours

Peele-Dixie Hours: 12/day X 365 days = 4,380 hours

TOTAL 13,140 hours

Total Cost: Level C Roving/hr \$ \_\_\_\_\_ & Veh./hr \$ \_\_\_\_\_ X 13,140 = \$ \_\_\_\_\_

If the City wished to have a non-roving Security Officer at one of the specified facilities or comparable City facility, give the cost per hour for a schedule similar to that specified in the Scope of Services Section of this RFP and in accordance with the Scope of Services Section of this RFP.

Level A - Base Level \$ \_\_\_\_\_ per hour X 1 hour = \$ \_\_\_\_\_

Level B - Mid Level \$ \_\_\_\_\_ per hour X 1 hour = \$ \_\_\_\_\_

Level C - High Level \$ \_\_\_\_\_ per hour X 1 hour = \$ \_\_\_\_\_

Building Services Center Hours: 11/day X 251 days = 2,761 hours

Mizell Center Hours: 11/day X 251 days = 2,761 hours

TOTAL 5522 hours

Total Cost: Level A Non-Roving/hr\$ \_\_\_\_\_ X 5,522 = \$ \_\_\_\_\_

If the City wished to have a temporary or emergency non roving Security Officer at one of the specified facilities or comparable City facility give the cost per hour for a reduced schedule such as less than 8 hours per shift and less than 40 hours per week and in accordance with the Scope of Services Section of this RFP.

Level A - Base Level \$ \_\_\_\_\_ per hour X 1 hour = \$ \_\_\_\_\_

Level B - Mid Level \$ \_\_\_\_\_ per hour X 1 hour = \$ \_\_\_\_\_

Level C - High Level \$ \_\_\_\_\_ per hour X 1 hour = \$ \_\_\_\_\_

Proposers note: The cost per hour shall be for specified shift time on the site or security route. The City will not pay for any travel or down time for officers or vehicles.

For evaluation purposes, each level of potential service will be multiplied by one and added to the total annual cost for all services.

## PART VIII - PROPOSAL PAGES - TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

- Tab 1: Bid/Proposal Signature page
- Tab 2: Non-Collusion Statement
- Tab 3: Letter of Interest, The letter of interest may contain any other information not in the proposal but should not exceed two (2) pages.
- Tab 4: Statement of Proposed Services. Proposals should respond to scope of work. They should be no longer than twelve (12) pages (single sided), and be comprised of three general components: (a) an assessment of capability and approach to perform the scope of service; (b) identification of Proposer's distinctive competence, staff qualifications assigned to this account with their experience and skills they bring to this assignment, along with resume of experience and qualifications; (c) estimated timetables (e.g. marketing).
- Tab 5: Business Licenses. Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida.
- Tab 6: Evidence of Insurance. Certificate of Insurance showing coverage, forms, limits. Actual insurance certificates will be required from recommended contractor, prior to award.
- Tab 7: Proposer's assessment of the City of Fort Lauderdale's needs and the quality of the proposal to meet those needs, including a plan/outline.
- Tab 8: Proposer's ability to assign appropriate resources to the account in a timely manner.
- Tab 9: Additional services available in-house, not requested by the City in Part IV - technical specifications/scope of work with fee schedule for those services (For Informational Purposes Only).
- Tab 10: List of three clients/references for whom you have provided similar services in the last three years; Provide agency name, address, telephone number, contact person, and date service was provided. Be prepared to provide, upon request, evidence of work product, ability to meet schedules, cooperation, and responsiveness. Attach additional sheets if necessary.
- Tab 11: Any additional attachments to your proposal.

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class Item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

**Minority Business Enterprise (MBE)** "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

**Women Business Enterprise (WBE)** a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

**Small Business Enterprise (SBE)** "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

#### 1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

#### 1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

#### 1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals are presently debarred or suspended by any Federal department or agency.

### Part II DEFINITIONS/ORDER OF PRECEDENCE:

#### 2.01 BIDDING DEFINITIONS

The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

#### 2.02 SPECIAL CONDITIONS:

Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

### PART III BIDDING AND AWARD PROCEDURES:

#### 3.01 SUBMISSION AND RECEIPT OF BIDS:

To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

#### 3.02 MODEL NUMBER CORRECTIONS:

If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

- 3.03 PRICES QUOTED:** ~~Do not~~ trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the ~~amount of the bid~~, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. ~~No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.~~
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number ~~for EN is 59-6000319~~, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, ~~the City will~~ be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make ~~and model~~ represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those ~~specifications~~. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the ~~required criteria~~. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the ~~bid qualifies~~ as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory ~~or required~~. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder ~~must notify the Procurement Services Division immediately~~. Such notification must be received by the Procurement Services Division ~~prior to the deadline contained in the ITB~~, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs ~~first~~. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or ~~alternate bids~~ containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation ~~adequate for the City to verify the recycled content~~. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled ~~materials or packaging~~ that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available ~~governmental contracts~~, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. ~~The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform.~~ The Procurement Director reserves the right to reject bids where evidence or evaluation is ~~determined to indicate inability to perform~~.
- 3.14 BID SURETY:** If ~~Special Conditions~~ require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to ~~the successful bidder~~ after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of ~~contract documents~~, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to ~~disclosure by the City~~ under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall ~~permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for the RFP.~~ subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 **BID PROTEST PROCEDURE:** ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm)

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

#### PART IV BONDS AND INSURANCE

- 4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

#### PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of

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the ITB, be of the required quality ~~new~~ and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

- 5.03 **SAFETY STANDARDS:** All ~~manufactured~~ items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All ~~material~~ supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will ~~supply~~ only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ~~EMERGENCIES~~:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, ~~provide~~ to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ~~ITB~~ and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City ~~employee~~. Only those communications which are in writing from an authorized City representative may be considered. Only written ~~communications~~ from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as ~~any~~ authorized expressions on behalf of Contractors.
- 5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax ~~responsibilities~~, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other ~~similar~~ administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor ~~liable~~ for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed ~~services~~ performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be ~~relieved~~ of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City ~~may~~ withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor ~~thirty~~ (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current ~~fiscal~~ period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The Contractor shall ~~maintain~~ during the term of the contract all books of account, reports and records in accordance with generally accepted accounting ~~practices~~ and standards for records directly related to this contract. The Contractor agrees to make available to the City's Internal Auditor, ~~during~~ normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to ~~this~~ contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all ~~pending~~ audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 **PERMITS, TAXES, LICENSES:** The ~~successful~~ Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with ~~all~~ local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to ~~this~~ contract.
- 5.15 **NON-DISCRIMINATION:** There ~~shall~~ be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

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- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

**Answer**

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how the proposal should be delivered?all copies in one envelop? (Submitted: Mar 30, 2012 4:53:27 PM EDT)

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**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

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**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:** Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 919, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

**Please Note:** All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: \_\_\_\_\_  
(signature) (date)

Name (printed) \_\_\_\_\_ Title: \_\_\_\_\_

Company: (Legal Registration) \_\_\_\_\_

**CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).**

Address: \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_ Email: \_\_\_\_\_

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): \_\_\_\_\_

Payment Terms (section 1.04): \_\_\_\_\_ Total Bid Discount (section 1.05): \_\_\_\_\_

Does your firm qualify for MBE or WBE status (section 1.09): MBE \_\_\_\_\_ WBE \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No. \_\_\_\_\_ Date Issued \_\_\_\_\_

**P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?**

YES \_\_\_\_\_ NO \_\_\_\_\_

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variations:  
\_\_\_\_\_  
\_\_\_\_\_

## Question and Answers for Bid #425-10963 - Security Guard Services, PBS

### OVERALL BID QUESTIONS

#### Question 1

Under ELIGIBILITY, the solicitation states that offerors must, "be properly licensed in the State of Florida and hold correct licenses in Broward County and the City of Fort Lauderdale, as required." Does this mean that firms must have City of Ft. Lauderdale, and Broward County security agency licenses to be eligible - that a State of Florida Security Agency license would be insufficient? (Submitted: Mar 13, 2012 1:18:05 PM EDT)

#### Answer

- We will require a Broward County Occupational License and a State of Florida Class B Security Agency License with No Admin Action Pending status. (Answered: Mar 13, 2012 3:12:33 PM EDT)
- As a clarification, only firms with offices located in Broward County are required to have a Broward County Occupational License. (Answered: Mar 14, 2012 10:44:36 AM EDT)

#### Question 2

Today we noticed that answers to questions were posted on bidsync in regards to licensing requirement for this solicitation. Our company is wondering if the Broward County Occupational License and a State of Florida Class B Security Agency License are due with submission or would they be submitted after award notice is given. (Submitted: Mar 20, 2012 1:25:57 PM EDT)

#### Answer

- The contractor must have the required licenses at the time of RFP submittal. (Answered: Mar 20, 2012 1:26:49 PM EDT)

#### Question 3

Is it possible to get a copy of the sign in sheet from today's pre-bid conference? (Submitted: Mar 21, 2012 3:02:39 PM EDT)

#### Answer

- It is in BidSync under pre-bid transcripts. (Answered: Mar 21, 2012 3:55:52 PM EDT)

#### Question 4

What is the current bill rate for the roving Level A, Level B and Level C officers? (Submitted: Mar 21, 2012 3:08:06 PM EDT)

#### Answer

- A \$12.25 B \$12.50 C \$12.90 (Answered: Mar 21, 2012 4:01:55 PM EDT)

#### Question 5

What is the current vehicle price per hour? (Submitted: Mar 21, 2012 3:08:35 PM EDT)

#### Answer

- We are currently paying \$83.00 per MONTH. (Answered: Mar 22, 2012 1:47:59 PM EDT)

#### Question 6

What is the current bill rate for the Level C Roving officer? (Submitted: Mar 21, 2012 3:09:40 PM EDT)

#### Answer

- \$12.90 (Answered: Mar 21, 2012 4:01:55 PM EDT)

#### Question 7

Does the City have a minimum wage / living wage rate established?  
Can you please provide the current wage rates for each level? (Submitted: Mar 22, 2012 11:16:37 AM EDT)

#### Answer

- 1, No
- 2. See question #4 (Answered: Mar 22, 2012 1:40:30 PM EDT)

#### Question 8

Are there any criteria for the CCTV set up, for example; number of monitors and cameras for the contract. (Submitted: Mar 22, 2012 2:53:30 PM EDT)

#### Answer

- The guard house is very small. One camera is what is currently there. The goal is to monitor and record the guard to make sure he is on duty and doing what he is supposed to be doing. This documentation is very helpful when a problem arises. (Answered: Mar 22, 2012 3:40:01 PM EDT)

#### Question 9

Do you have to have a 24 hr dispatch center in the properly zone are can you have a 24hr dispatch center outside the zone. (Submitted: Mar 22, 2012 5:48:55 PM EDT)

#### Answer

- I'm sorry, I do not understand your question. Please give me a call at 954.828.5139 so we can discuss this and then I can input a correct answer. (Answered: Mar 23, 2012 6:46:37 AM EDT)

#### Question 10

On question 5 it was ask what is the current vehicle price per her and the answer was \$ 83.00 a month that is imposible are you sure that the right answer (Submitted: Mar 22, 2012 6:33:49 PM EDT)

**Answer**

- We are not CURRENTLY paying an hourly price we are currently paying a monthly price of \$83.00 per month. (Answered: Mar 23, 2012 6:46:37 AM EDT)

**Question 11**

Is the City of FT Lauderdale giving more consideration to minority business owners? (Submitted: Mar 22, 2012 7:14:35 PM EDT)

**Answer**

- No, we welcome business from all vendors. (Answered: Mar 23, 2012 6:46:37 AM EDT)

**Question 12**

Is it possible to schedule site visits to the secured locations? (Submitted: Mar 23, 2012 9:01:39 AM EDT)

**Answer**

- Addendum #3 allowed you to attend a scheduled tour. (Answered: Mar 23, 2012 9:04:47 AM EDT)

**Question 13**

The new Addendum indicates: "Some vendors have requested a tour of the two water facilities. If you are interested in attending a tour of the facilities you MUST RSVP Orlando Huguet no later than 4:00 PM Thursday March 29, 2012 at ohuguet@fortlauderdale.gov. The first tour will start at 9:30 AM at Public Works Administration/Fiveash 949 NW 38th Street Oakland Park, FL (Check in at the Guard House) The second tour will start at 11:30 AM at the Peele Dixie Water Treatment Plant 1500 State Route 7 Fort Lauderdale, FL. The tours will start promptly at the times stated. Vendors that have not RSVP'd or arrive late will not be allowed access to the facilities."

But it does not indicate the date on which the tours will take place. Please advise (Submitted: Mar 26, 2012 11:28:01 AM EDT)

**Answer**

- Friday March 30, 2012. (Answered: Mar 26, 2012 12:52:16 PM EDT)

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**Answer**

- Friday March 30, 2012. (Answered: Mar 26, 2012 12:52:16 PM EDT)

**Question 15**

Is internet provided by the City at the guardhouse located at Fiveash? (Submitted: Mar 26, 2012 5:31:07 PM EDT)

**Answer**

- The City/PWD supplies the computer, printer and monitor which is located at the gate house. Officers are able to access Outlook but are unable to access the Internet. This is due to pervious abuses of authorized access to prohibited sites and communication with outside/non city personnel. (Answered: Mar 27, 2012 7:45:41 AM EDT)

- Should read "unauthorized access" (Answered: Mar 27, 2012 7:52:05 AM EDT)

**Question 16**

Since the site visit is not until Mar. 30, will the deadline for questions be moved to the 30th to allow time for clarification also? (Submitted: Mar 27, 2012 8:39:13 AM EDT)

**Answer**

- We have changed the questions and answers deadline to April 2, 2012 at 2:00 PM. (Answered: Mar 27, 2012 9:19:12 AM EDT)

**Question 17**

In regards to Question #10, agreed that the \$ 83.00 is impossible; you cannot purchase insurance, maintenance or make a lease payment for \$ 83.00 per month. Can you elaborate on what the approach should be as a bidder, there is no way anyone can price it at that amount. This comparison will eliminate anyone truthfully pricing for a vehicle at actual cost. (Submitted: Mar 27, 2012 4:23:28 PM EDT)

**Answer**

- No, The City can not tell bidders how to bid on their vehicles. All we can tell you is that the City is currently paying \$83. per month for the units that the current contractor is using. (Answered: Mar 28, 2012 6:33:11 AM EDT)

**Question 18**

Since the Questions deadlines has been moved to Apr. 2, will the City consider moving the proposal due date also so that we may incorporate any further Q&A into our response? (Submitted: Mar 27, 2012 4:32:41 PM EDT)

**Answer**

- No. The tour should not make any difference in your pricing or proposal. Contractors will not be entering any buildings. The tour will take contractors around the perimeter of the facilities. (Answered: Mar 28, 2012 6:33:11 AM EDT)

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Is there currently a collective bargaining agreement in place. Are any or all of the employees represented by a union and if so, what union would that be? (Submitted: Mar 28, 2012 2:51:52 PM EDT)

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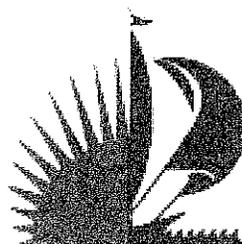
# RFP# 425-10963

## Security Guard Services PBS

Presented to:

The City Of Fort Lauderdale  
City's Public Works Department

Procurement Services Room 619  
City Hall, 100 North Andrews Avenue



CITY OF FORT LAUDERDALE

Presented by:

Florida Patrol Investigators, Inc.  
Corporate Headquarters  
1776 West 38<sup>th</sup> Place  
Hialeah, FL 33012  
954-370-5300



[WWW.FPISecurity.COM](http://WWW.FPISecurity.COM)

COPY



WWW.FPISSECURITY.COM

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<b>TAB 6</b>	Insurance
<b>TAB 7</b>	Proposer's Assessment of Needs
<b>TAB 8</b>	Proposer's Response: Ability to Assign Appropriate Resources
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	Additional Attachments

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**Please Note:** All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted by:  4/2/2012  
(signature) (date)

Name (printed) Alexander A. Perez Title: President

Company: (Legal Registration) Florida Patrol Investigators Inc., dba FPI Security Services

**CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/> )**

Address: 1776 West 38th Place

City Hialeah State: Florida Zip 33012

Telephone No. 305.827.4300 FAX No. 305.826.7741 Email: alex@fpisecurity.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 15 Days

Payment Terms (section 1.04): Net 45 Total Bid Discount (section 1.05): N/A

Does your firm qualify for MBE or WBE status (section 1.09): MBE  WBE

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
FPI acknowledges receipt of Addendas 1-6	3/13, 3/14, 3/22, 3/26, 3/27

**P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?**

YES  NO

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Variances:  

---

N/A

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revised 11-28-11

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

<u>NAME</u>	<u>RELATIONSHIPS</u>
NONE	N/A
_____	_____
_____	_____
_____	_____
_____	_____

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

**FLORIDA PATROL INVESTIGATORS**

WWW.FPISECURITY.COM

April 2, 2012

**HAND DELIVERED**

City of Fort Lauderdale  
Procurement Services Department  
Room 619, City Hall  
100 North Andrews Avenue  
Fort Lauderdale, Florida, 33301

**Re: Request for Proposals for Security Guard Services, RFP# 425-10963  
LETTER OF INTEREST**

Dear Sirs,

We are responding to your request for proposals for Security Guard Services for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in the request. We understand that you wish to contract with a security firm to provide the requested services to commence upon the date of award, or 09/02/2012, whichever is later and shall expire two years from that date with the City's option to extend the contract for two additional one year terms.

**Our company is respectfully requesting to be considered for this contract. We have fully read and understand all the requirements, and conditions of your request. We are confident that we meet and exceed the required parameters and we are the right company for this partnership with the City of Fort Lauderdale (City). Florida Patrol Investigators Inc. (FPI), holds no conflict of interest with the City, and meets all the requirements, and special conditions of the RFP. Our company with over 25 years of experience in this field is normally and routinely engaged in performing such services. We are legally licensed, bonded and insured to perform the work delineated in the request.**

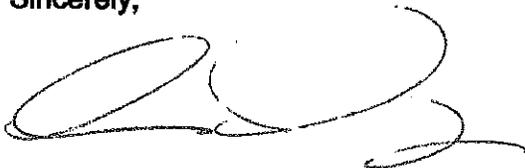
At FPI our customers are our partners. We act with the best interest of the clients first. We measure our success by how we meet and exceed our client's expectations and needs. Our experience, integrity, work ethics, innovations, and productivity have allowed our company to grow and develop at rates above our competitors. We are a Minority Business Enterprise staffed with an elite team of over 200 professionals stemming from the field of Military, Police and Public Safety. Our emphasis on customer service is the genesis and key to our success in this industry.

I want to thank you for taking a moment from your valuable time to review this letter and evaluate the enclosed materials. Our company wants to be absolutely certain that we leave no stones unturned in our quest to bring you complete satisfaction with regards to any and all of your questions in reference to our proposal. You will find that not only does FPI meet and exceed your requirements and qualifications, but that our partnership will be a great benefit to the City. Our goal to, "best serve the interests of our clients" are a perfect fit to this RFP. Our company's stability, sense of responsibility along with our proven methodology has made us an industry leader. We truly believe that the premier blend of FPI services with the needs of the City will set a benchmark for other municipalities to follow.

In addition, I wish to confirm that FPI is the only entity that will be providing the services hereby delineated, and this proposal is made without collusion with any other person(s), company or parties submitting a proposal. This proposal is made in good faith, without collusion or fraud. The signer hereby attests that he has full authority to contract and bind FPI with the City.

It is with great admiration to the City of Fort Lauderdale that we present this proposal and we look forward to a wonderful partnership of service, should we have the privilege of being awarded this bid.

Sincerely,



Alexander Perez, CHS-III  
President/CEO  
Florida Patrol Investigators, Inc.  
1770 West 38<sup>th</sup> Place  
Hialeah, Florida, 33012



## PROPOSED SERVICES

Florida Patrol Investigators Inc. (FPI) recognizes the unique opportunity that this request for service delineates and the critical issues associated with the project. We currently meet and exceed the denoted requirements and stand ready to respond to the needs of the City of Fort Lauderdale's Public Works Department. We are also capable and will stand at the ready should the City require expansion of our services to other areas of need.

As we demonstrate our full understanding of the project in this proposal, it is important to us (FPI) that the City is informed of the qualifications, integrity, core beliefs, business ethics that FPI bring to the table in this proposed partnership.

**"A commitment to excellence through a focus on innovation"...**that's our motto at Florida Patrol Investigators. With over 25 years of experience, Florida Patrol Investigators (FPI) embodies the characteristics of outstanding Security Guard Service: top-quality personnel, extensive training and development and focused management.

Since FPI's founding in the early 1980's, we have consistently set the standard for the security services industry. With years of investigative and security experience we are able to provide a full line of services including, but not limited to risk assessment, facility security, asset protection, personal protection, general investigation and loss prevention.

We are a **full service protection company** capable of providing all of our clients with top notch, professional security service for **government installations, public facilities, commercial and industrial properties, residential buildings, hospitals and institutional facilities, restaurants, shopping malls, and warehouses** in need of protective services.

We have built a foundation of integrity and personal service to South Florida for over 25 years with an exceptional track record that speaks for itself. We tailor our services to meet your requirements. However we are **always** on alert to help limit your liability, protect your clients and secure your property.

Our Commitment and understanding:

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PRIVATE INVESTIGATIVE AGENCY  
A 0001701

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## **Assessment of Capabilities and Approach to Performance**

### **•Publicity**

FPI recognizes the importance and critical issues associated with public security service. Our confidentiality regulations place the interest of our clients above all else. It is the standing policy of FPI to protect any and all of our clients information. FPI will not provide any news releases, publicity releases, and information of a client or contract without the prior written consent of the client.

### **•Rules and Proposals**

FPI is the only entity that will be providing the services hereby delineated. This proposal is made without collusion with any other person(s), company or parties submitting a proposal. This proposal is made in good faith, without collusion or fraud. The submitter hereby attests that he has full authority to contract and bind FPI with the City of Fort Lauderdale in this endeavor.

### **•Contract Period**

The contract term shall commence upon date of award by the City, or 09/02/2012, whichever is later, and be in effect for a period of two years. We understand and agree that the City may extend the contract for two additional one year terms, providing that there are no changes to the conditions and specifications. Upon service termination due to expiration of the contract, FPI will continue the service upon the request of the City; compensation will be at the rate in effect when the extension clause is invoked.

### **•Cost adjustments**

Prices quoted shall be firm for the initial contract term; thereafter any extension period may be adjusted as delineated in the RFP. Requested adjustments shall be fully documented and submitted to the City (90) days prior to the contract anniversary date. The City will reserve the right to refuse or approve the request. FPI agrees to abide by the requirements and deliverance of this RFP section.

### **•Service Test Period**

FPI is aware of the City's option to conduct a test period as delineated in the RFP and agrees to abide by all the requirements and conditions stated.

### **•Contract Coordinator**

FPI will provide The City's designee full cooperation and assistance in his duties. As part of the daily operation and post orders, FPI personnel will provide daily information and reports to the coordinator for approval and review. Supervisors will

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provide personnel reports as requested and will keep all lines of communications open.

Access to our internal reporting system will be provided as well as copies of all evaluations and post assessments. Periodically FPI's professional assessors and management associates perform post evaluations and risk assessments in order to elevate the quality of service provided to our clients. If the evaluation reveals any weaknesses and if FPI can provide a greater level of service than that requested without increasing any financial burden to our client FPI will consult and provide the evaluation results to the City for review and approval. It will always be our intent to place the benefit of the City above all others.

**•Contractor Performance Reviews and Ratings:**

FPI in its regular course of business conducts and evaluates its own performance and those of the work force assigned to the various contract points. FPI will harmoniously work with the City and its evaluator in achieving the highest level of service possible. This is a company commitment exemplified in our core values. In addition a Quality Control Manager will also be assigned to the City. The Quality Control Manager will always be available for a representative of the City to discuss any concerns regarding FPI.

**•Invoice and payment**

FPI will as stipulated, provide the city clearly detailed and accurate invoices on a monthly basis. FPI further agrees to all the terms specified in Part III Sec. 11 of the RFP. It will be FPI's intent to always favor the interest of the City.

**•Related Expenses/Travel Costs**

FPI proposal is inclusive of all costs, and FPI agrees and understands that billable time starts at arrival of post as properly and correctly scheduled and, or as approved by the City.

**•No Exclusive contract/ Additional Service**

FPI fully understands and stands ready to assist the needs of the City, by expanding our services where required. FPI agrees to maintain the same level of service and cost calculation as presented in this proposal. We do not construe this contract as an exclusive arrangement and agree to the terms presented. We are confident that our services are above and beyond those of our competition at a value beneficial to the City. The services and value of our Public/Private partnership will be hard to duplicate by any other provider.

**•Deletion and Modification of Services**

FPI clearly understands the needs of the City and the vitality of its economic factors.

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FPI hereby agrees to abide by the requirements set forth in this section of the RFP. Our business model provides for a dynamic partnership, where the interest of our Client takes precedence and we will commit in assisting the City in meeting its goals and budgets.

● **Substitution of Personnel**

Only Qualified FPI personnel will be utilized in this contract as required by the RFP. FPI will abide by the City's requirements if any situation beyond FPI's control warrants substitution of personnel. All personnel working this contract will be pre approved by the City Prior to post assignment.

● **Insurance**

Upon award FPI shall furnish The City a Certificate(s) of Insurance, which indicates that insurance coverage has been obtained which meets the requirement as outlined in the RFP. The City shall be named as an "additional insured" for General Liability.

- A. Workman's Compensation Insurance for all employees of FPI as required by Florida Statue 440. Employers' liability-\$ 500,000
- B. Commercial General Liability, Public Liability on a comprehensive basis, including Premises-Operations, Product-Completed Operations, Independent Contractor and Contractual Liability, Personal Injury Liability, in an amount not less than \$ 1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$250,000 each person bodily limits, \$500,000 limit per occurrence for bodily injury, and \$ 100,000 each occurrence for property damage.

The insurance coverage provided will include those classifications, which most closely reflect the operations requested in the RFP, providing all amendments and endorsements. Companies authorized to do business under the laws of the State of Florida and rated to a minimum of "A-" as provided by A.M. Best's shall issue all insurance policies required above. All Policies will remain in effect at all times during the contract. The City shall be informed as required and stated in the RFP should any deviations occur.

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**•Subcontractors**

FPI does not subcontract. FPI takes pride in providing its clients personalized attention.

**•Uncontrollable Circumstances/ Force Majeure**

FPI in partnership with the City will implement protocols for any possible situation that may require additional emergency procedures to be taken in order to protect the City's Interests. We have read the requirements of this section and clearly understand the procedures. We are proud to indicate that our service in these situations has been exemplary and we have over achieved our client's expectations.

**•Public Entity Crimes**

FPI affirms and attest that it has never been placed on any convicted vendors list; furthermore FPI has never been accused of any wrong doing as a vendor.

**•Damage to Public or Private Property**

Our Company prides itself in the protection of our client's property and assets. We have built in protocols for inspecting, protecting and reporting on any asset situation encountered in our tours. We will assume full responsibility for any damage caused by our personnel and will at our expense correct to the satisfaction of the client.

## **Proposer's Distinctive Competence and Qualifications for this Contract**

**•Technical Specifications/ Scope of Service**

FPI is fully prepared to provide the required services as delineated in this section of the RFP, as well as be at the ready should additional services be required at other City venues requiring similar services.

FPI understands and is poised to assist the City with any situation and condition requiring changes. It is understood that this assignment will be regulated by the City based on its delineated needs. The City reserves the right to change the level of the officers, hours of coverage, established routes, and all other criteria or polices as needed. FPI will provide the services as requested, where requested when requested.

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FPI has established several levels of Security Officers mirroring and meeting experience and qualifications requirements of the City as requested in the RFP.

- FPI will provide only City pre-qualified and pre-approved security guards for this contract.
- FPI is committed to maintain a constant state of communication with the City

- QUALIFICATIONS OF PERSONNEL

**LEVEL A- BASE LEVEL**

- a. Shall be U.S. citizens or have a valid resident alien status
- b. Be fully literate in the English language (i.e., be able to read, write, speak understand and be understood.) Oral command of the English language must be sufficient to permit full communication, particularly in times of stress.
- c. Have a valid driver's license.
- d. One years experience in a responsible security position.
- e. High school diploma or equivalent.
- f. Successfully completed contractor training in the following: technique and patrol, first aid including CPR, public relations, safety, proper use of telephones and radio, proper use of written report forms, sight hours on site training by supervisor of the contractor verified and documented by the City.
- g. Shall not be considered for this contract if they currently or in the past, have been involved in: (a) any felony or sex conviction, (b) Military conduct resulting in dishonorable or undesirable discharge, (c) any pattern of irresponsible behavior, including but not limited to unreasonable driving, or a problem employment record.

**LEVEL B- MID LEVEL**

Meet all the requirements of Level A and have a minimum of two (2) years satisfactory experience as a full time security officer. Service as

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a part time police officer, reserve officer, or part time security officer  
May be considered.

### **LEVEL C- HIGH LEVEL**

Meet all the requirements of Level B and have the training qualifications and licenses to provide armed security officer services. This includes State of Florida Officer's "G" license and complete background check including felony screening in both the State of Florida and a national check by the FBI. The City will review all background materials on a person proposed for this level.

### • **SCOPE OF SERVICES**

#### **City of Fort Lauderdale Public Works Department**

##### **DISPATCH CENTER:**

FPI has a dispatch center available to handle any problems or concerns that may arise during the day to day operations. FPI's dispatch center is open 24 hours a day, year round, including holidays and for natural disasters. In addition, the dispatch center is responsible for attending to scheduling issues that may arise. FPI is equipped with state of the art emergency backup systems including high efficiency generators. In the event of an emergency, our operations will continue to run as scheduled, providing our clients with uninterrupted service during the most crucial times.

##### **SUPERVISION:**

FPI will make candid visits by our Patrol Supervisors who inspect each site at least once per shift. All Patrol Supervisors will also be available to assist with any issues that may arise during a shift. Our Supervisors are experienced in providing additional training to officers encountering difficulties in any area of duty. This service is performed at no additional cost to the City

##### • **Directed Patrol:**

FPI will provide the City with a Level C roving (via vehicle and foot patrol) armed Security Officer to cover the **Public Works/Fiveash Compound** on a 24-hour basis. The post shall be split into three (3) shifts per day

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From 6 AM until 6 PM daily, Monday thru Friday, the security guard will be responsible for maintaining a security checkpoint at the main entrance gate to the compound. They will check all vehicles entering the compound and insure the individuals are authorized entry into the facility.

From 6 PM until 6 AM daily and from 6 PM on Fridays until 6 AM on Monday, the security guard will close the gate and provide roving security throughout the compound.

On all official city holidays, the entrance gate will remain closed and the security guard will maintain a roving patrol throughout the compound.

FPI will provide A Level C roving (via vehicle and foot patrol) and armed Security Officer to cover the **Peele-Dixie Water Treatment Plant** on a 12-hour basis from 6:00 PM to 6:00 AM. The security gate will be maintained closed and only opened by the employees authorized to do so via key code.

FPI will Provide Deggy Points throughout the facility to documents the time and date that patrols have taken place. All records of such patrols will be made available and reviewable by the city at their request.

FPI will provide additional security guards, as may be required during the contract period. Such extra guard services shall be billed to the City at the same contract hourly rate.

FPI will respond to City requests for changes in hours of work, if such changes are required to provide adequate security for the facilities listed.

FPI understands and agrees that requests by the City for additional coverage or a reduction in coverage at the above locations must take place within 48 hours from the date of request. Such requests may be initially made verbally or in person, which shall be the date of request, but the City shall confirm the request in writing.

FPI will also provide a Level A security officer to cover the **Building Services Center** and **Mizell Center** from 7:00 AM until 6:00 PM Monday thru Friday. The contract administrator will oversee the officer's duties.

FPI Supervisors will visit the Security Officers at least once during each shift to insure that the Security Officer is following prescribed procedures. Supervisors will provide assistance to the officer as required in order to maintain or increase the frequency of this policy shall it be needed at, "**no additional cost to the City**".

1. The Security Officer shall observe, respond and communicate with FPI's Dispatching Center throughout the tour of duty.

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2. The Security Officer will maintain an activity report of all incidents. Any incident will be reported immediately on the City's prescribed form as well as in FPI's incident reporting system. FPI will provide the contract administrator or their designee a report of the incident as well as provide the City access to real time data via our servers.

"Any contact initiated by the Security Officer against unauthorized parties or involving customers who may be reporting violations or suspicious activities or whose conduct on City property may voluntarily or involuntarily warrant response from the Security Officer shall be reported. The Incident Report shall also be completed even when reported activity involves response by Fort Lauderdale Police to further document the circumstances and confirm that a Police Report is in the process of being made."

3. The Security Officer will maintain a file of Security Activity Report recording all instances that may be of interest to Supervisors or City personnel. The Security officer will report activities, observations safety hazards, malfunctioning equipment and other such matters in accord with the specifications provided by the City.
4. The Security Officer will execute duties as delineated by the City's RFP.
5. All Posts shall be manned at all times. Any deviation shall be noted and reported by supervisory personnel and coverage maintained.
6. FPI Procedural protocols for check in shall be maintained and monitored by Supervisory personnel.

#### **OTHER EQUIPMENT**

FPI will maintain or improve the same level of surveillance equipment currently in place.

#### **ACCOUNTABILITY**

FPI vehicles are GPS equipped and real time monitored by our Dispatch Center.

#### **EXECUTIVE ASSISTANCE**

Executive assistance will be available to you to assist in any situation that may arise during the term of this contract.

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### **MINORITY OWNED PARTNERSHIPS**

At present, FPI maintains strong relationships with minority owned companies which include Black Minority, Hispanic Minority and Women Owned Minority businesses.

### **SCHEDULING**

FPI has a computerized employee attendance system. This is a custom designed and written software package exclusive to FPI Security Services. There is a weekly schedule created, whereby employees have to clock in and clock out via telephone or radio at their scheduled times. Additionally, employees have to call into the computerized system and check in every hour on the hour. If employees miss their scheduled clock in, clock out or check in time, e-mail messages are sent to FPI dispatchers and text messages are sent to the on-duty Patrol Supervisors mobile telephone.

This system tracks all Security Officers, by verifying that employees are where they are scheduled. This system also ensures that in the event of a missed clock-in, the on duty Patrol Supervisor can be en route to the customer site to act in the capacity of the employee. Automatic notification will inform us if a Security Officer's license has expired so that no unlicensed personnel are on active duty.

### **SERVICE RELIABILITY**

FPI has a proven reputation for being a company that is dependable and willing to take any steps necessary to insure that all contracts are being operated according to the customer's specifications.

### **CLIENT COMMUNICATIONS**

FPI values the importance of providing excellent communication between client and company, and as a result have implemented policies to ensure optimum communication:

1. In the case of emergency situations such as hurricanes, riots, labor disputes or natural disasters. FPI has a current Emergency Preparedness Plan, e.g. Hurricane, Civil Unrest or Disorder.
2. Regular meetings will be scheduled between the City and FPI personnel to evaluate the previous month's performance record.
3. Weekly meetings will be scheduled between the client's on site personnel and the Contract Coordinator to evaluate the weekly performance and prepare for any new agenda that must be included during the monthly meeting.

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## **BUSINESS OPERATIONS**

### **A) Standards of Contact:**

FPI shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to these employees as may be necessary. Each officer is expected to adhere to standards of behavior that reflect credit on himself/herself, his/her employer, and the City.

### **B) Recording Presence**

Each contract employee must sign-in when reporting for duty and sign-out when leaving at the end of the work day.

### **C) Removal from Duty**

Client may also request that FPI immediately remove any employee(s) from the work site(s) should it be determined that the individual being assigned to duty has been disqualified for either unsuitability or security reasons, or is found to be unfit performing duties during their tour(s) of duty. FPI will comply with these requests.

For clarification, a definition of unfit may be said to be, but not be limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

- 1) Neglect of duty, including sleeping while on duty; unreasonable delays or failure to carry out assigned tasks; conducting personal affairs during official time; refusing to render assistance or failure to cooperate; not upholding the integrity of the program at the work sites.
- 2) Falsification or unlawful concealment, removal, mutilation or destruction of any client document or records, or concealment of material facts by willful omissions from client documents or records.
- 3) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting; Participation in disruptive activities which interfere with the normal and efficient operations of the client.
- 4) Theft, vandalism, immoral conduct or any other criminal action.
- 5) Selling, consuming or being under the influence of intoxicants, drugs or substances which produce similar effects.

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## QUALITY CONTROL

FPI's 25 year history has taught us, that a company which lacks a good Quality Control Program is a company that lacks success. A client can become frustrated due to a lack of information or timely responses. This can result in great dissatisfaction and a loss in business. That is why FPI has designed an efficient Quality Control Program. This program enables the company to maintain excellent relationships with clients and sustain long term business, an achievement unmatched in the industry.

Our program focuses on **Communication** and as a result, reducing time sensitive delays in acquiring your information. This state of the art computerized system and Quality Control Program eliminates frustration and inconvenience.

At FPI, each client is treated with individual and personalized attention. FPI has established a "hands on" approach and will do whatever is necessary to ensure customer satisfaction. The Management Team will be available 24 hours a day, 7 days a week to address any concern or needs you may have.

## MANAGEMENT TEAM

**Alexander Perez** With more than 25 years security experience, Alexander Perez has an established track record for FPI that deliver sustained growth and profits and in identifying critical Municipal partnership opportunities that strategically expand market share.

Mr. Perez has spent the last eight years as President and CEO of Florida Patrol Investigators, Inc. the market leader in the high-end Security Service. Under Mr. Perez's guidance FPI has become a leader in the industry, setting trends in customer relations and services. FPI's core values have placed the client's interests the priority for the business model.

**Josei Fernandez** As CFO FPI, Mrs. Fernandez brings a strong background in developing and directing financial, operational, and administrative functions in public and private Accounts serviced by FPI. Mrs. Fernandez has provided key roles in guiding the company through dynamic, high growth, as well as difficult market environments. She honed her expertise in various senior financial positions for multiple corporations prior to her tenure at FPI.

**George Fraga**, brings more than two decades of Professional Law Enforcement experience and security expertise to FPI. In his role as Vice President of Operations and Security Strategist at FPI Mr. Fraga is responsible for ensuring that session management solutions provide the most comprehensive security in the industry. His

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previous experience includes serving as Police Officer for the City of Hialeah where he received numerous accolades and honors during his tenure.

FPI's proven management and supervisory teams are made up of elite members professionally trained and certified to conduct the services hereby delineated.

FPI is proud to be composed of members from the fields of Law Enforcement, Life Safety, First responders, Fire Rescue personnel, retired military and criminal justice professionals.

The top echelon of our company is made up of professionally trained and season members with many years of experience in the field of Business Management, Finance, marketing, and customer service.

Please see attached Resumes.

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**ALEXANDER ANDRES PEREZ**  
**1776 West 38<sup>th</sup> Place, Hialeah, FL 33012**  
**Office: 954-370-5300**  
**E-Mail: alex@fpisecurity.com**

**Position:**

President and CEO of Florida Patrol Investigators, Inc.

**Summary:**

20 years of executive experience in the Security Industry  
 Responsible for 200+ Security Officers  
 Security and Safety Surveys  
 Recruit and Train Security Officers  
 Obtain new security contracts  
 Schedule security officers  
 Maintain security contracts  
 Executive Office Administration  
 Certified Instructor for counter-terrorism  
 Certified Classroom Instructor  
 Operations Manual creation  
 Loss Prevention Investigations

**Experience:**

November 2004 – Present, Florida Patrol Investigators, Inc  
 President and CEO

January 2001 – Present, Florida Gun Center, Inc  
 Owner & President

June 1988 – November 2004, FPI Detective Agency  
 Senior Vice President

**Professional Affiliations:**

American Society for Industrial Security (ASIS)  
 Better Business Bureau  
 Dade County Chiefs of Police Association  
 Federal Firearms License Dealer  
 Florida Notary Public  
 International Association for Healthcare Security & Safety  
 NRA – Firearms Instructor

**State of Florida Licenses:**

Certified Homeland Security Level II, III Administrator  
 Private Investigator License C 2501083  
 Security Officer Instructor License DI 2800026  
 Security/Investigative Agency Manager M 2500120  
 Statewide Firearm License G 2504772  
 Security Officer License D 2526046

**Statement of Proposed Services**

Page 14 of 20

PRIVATE INVESTIGATIVE AGENCY  
 A 0001701

FLORIDA PATROL INVESTIGATORS, INC.  
 Toll-Free 1-800-374-4316 • Phone: 954-370-5300 • Fax: 305-826-7741

SECURITY AGENCY  
 B 0001189



**JOSIE FERNANDEZ**  
**1776 West 38<sup>th</sup> Place, Hialeah, FL 33012**  
**Office: 305-827-4300 Mobile: 305-321-3447**  
**E-Mail: [accounting@fpisecurity.com](mailto:accounting@fpisecurity.com)**

**Position:**

Chief Financial Officer,(CFO) Florida Patrol Investigators, Inc.

**Summary:**

An effective, responsible and goal-oriented Top Management professional with more than 26 years of experience in Finance, Accounting, Sales, Management and inventory-control with proven managerial, communications, analytical and complex problem solving skills and the ability to implement solutions to increase productivity while decreasing costs.

**Experience:****March 2005 – Present**

Florida Patrol Investigators, Inc.  
 Chief Financial Officer  
 Human Resource Director

**2002-2005**

CPS Products  
 Human Resource/ Accounting Manager

**1998-2002**

Finotex USA  
 Internal Auditor

**Education:**

**Central Connecticut State University;** New Britain, Connecticut  
**University of Connecticut;** West Hartford, Connecticut  
**South Gate High school;** California

**Additional Skills:**

Proficient in speaking, writing and reading in English, Spanish and Portuguese.

Maximum Performance Management,  
 Government Services-administrative coordinator  
 Collections, Accounting systems coordinator, and Payroll Processing  
 Sig Sigma Green Belt  
 Achieving Extraordinary Customer Care, Time Management, Writing Effective Performance  
 Appraisals, Interviewing Skills, Psychology of Selling, Superior Sales Management  
 The Phoenix Seminar,

Computer knowledge: Microsoft Office, Corel Word Perfect, Corel Photo Paint 5, Paperwork  
 Visioneer, Excel, POS, Portia, I2k, Internet and many more.

Statement of Proposed Services  
 Page 15 of 20

PRIVATE INVESTIGATIVE AGENCY  
 A 0001701

FLORIDA PATROL INVESTIGATORS, INC.  
 Toll-Free 1-800-374-4316 • Phone: 954-370-5300 • Fax: 305-828-7741

SECURITY AGENCY  
 B 0001169



**GEORGE FRAGA**  
**1776 West 38<sup>th</sup> Place, Hialeah, FL 33012**  
**Office: 954-370-5300 Mobile: 786-499-7723**  
**E-Mail: gfraga@fpisecurity.com**

**Position:** Vice- President of Operations- Florida Patrol Investigators, Inc.

**Summary of qualifications** Retired Police Officer of 25 years in the City of Hialeah. Assigned to several divisions to include Detective Division, backgrounds and hiring, narcotics, Juvenile Division, training, complaint officer and dispatcher and NCIC teletype and records.

**Professional experience** Nov 2007- Present Florida Patrol Investigators, Inc.  
 May 1981- Jun 2004 Police Officer- City of Hialeah  
 1981-1984 assigned to Patrol Division.  
 1984-1986 assigned to Narcotics Division as Detective.  
 1986-1988 assigned to Street crime Suppression Team.  
 1988-1990 assigned to Juvenile Division.  
 1990-1993 assigned to Personnel Division as a background investigator/detective for new city applicants.

1993-2004 reassigned to Patrol Division involved in training new recruits, support services, dispatch and communications.  
 Jan 2005- Oct 2007

Chief of Security- Palm Springs Hospital , Hialeah, FL 33013

Oct 2005- Nov 2007  
 Department head responsible for the supervision, scheduling and in service-training for 10 security employees and other employees requiring training. Safety inspection thru-out the hospital in compliance with federal departments of OSHA and ACHA rules and regulations. Documentation and reporting all activities in and around the premises whether civil, criminal or accidental in nature.  
 Emergency Management Planning in coordination with outside authorities and emergency services for Weapons of Mass Destruction and Mass Casualties Response (Certification received University of Miami).

**Additional Activities:** State Certified and trained in the following; ASP and PR-24 baton, handcuffing and self defense tactics, City of Miami and Metro Dade Police Officer Survival Course , CPR and Advance CPR first responder and trauma victim rescue, National Rifle Association Expert Award, crime scene and evidence collection and preservation, surveillance and counter surveillance tactics, Field Training Officer, University of Miami Certified Emergency Management Response for Mass Casualties and Weapons Of Mass Destruction, recognition and biological/chemical suit deployment, triage and decontamination preparation and deployment procedures, narcotics field test recognition, interview and interrogation skills, Human skills and development, report writing and documentation, radio communication and dispatching trained, Field Force and Officer Rescue Team Training, criminal investigation and patrol procedures, basic law and court presentation. DDC-4 Instructor

Statement of Proposed Services  
 Page 16 of 20

PRIVATE INVESTIGATIVE AGENCY  
 A 0001701

FLORIDA PATROL INVESTIGATORS, INC.  
 Toll-Free 1-800-374-4316 • Phone: 954-370-5300 • Fax: 305-826-7741

SECURITY AGENCY  
 B 0001169



**GLENN C. RICE**  
 1776 West 38<sup>th</sup> Place, Hialeah, FL 33012  
 Office: 305-827-4300 Mobile: 786-499-7723  
 E-Mail: gfraga@fpisecurity.com

**Position:** Director of Government Affairs- Florida Patrol Investigators, Inc.

**Summary of qualifications** Retired Police Officer with the City of Hialeah. 25 Years of Service  
 Human Resource Specialist, backgrounds Investigations, and hiring. Assigned to several divisions to include Homicide Division, Detective Division, narcotics, Juvenile Division, Training Division,.

**Professional experience** Nov 2011- Present Florida Patrol Investigators, Inc.  
 Police Officer- City of Hialeah 501 Palm Ave Hialeah, FL 33010  
 September 1980- Jun 2003  
 2002-2003 Assigned to Code Enforcement Division  
 1996-2002 assigned to Community Policing  
 1992-1996 assigned to Human Resource Division  
 1985-1992 assigned to Street crime Suppression Team.  
 1983-1985 assigned to Traffic Homicide.  
 1980-1983 assigned to Patrol Division.

**Additional Activities:** Code Enforcement Specialist, supervisor of officers assigned to the enforcement taskforce.  
 Handle citizens code enforcement complaints  
 Department Liaison  
 Human Resources background investigator

**Additional Qualifications:** Weapons of mass destruction  
 AED , BLS/CPR Certified  
 Interview and Interrogation techniques  
 Officer survival  
 Supervisory Skills  
 Civil Rights Training  
 Hazardous Materials First Responder Training  
 ASP Baton Instructor  
 Less Lethal Weapons Instructor  
 Fraud Investigator  
 Advanced Accident Investigator

Statement of Proposed Services  
 Page 17 of 20

PRIVATE INVESTIGATIVE AGENCY  
 A 0001701

FLORIDA PATROL INVESTIGATORS, INC.  
 Toll-Free 1-800-374-4316 • Phone: 954-370-5300 • Fax: 305-826-7741

SECURITY AGENCY  
 B 0001189



**RENOLD BERICE**  
1776 West 38<sup>th</sup> Place, Hialeah, FL 33012  
Office: 954-370-5300 Mobile: 305-300-7622  
E-Mail: berice@fpisecurity.com

**Position:**  
Senior Executive Supervisor, Florida Patrol Investigators, Inc.

**Summary:**  
13 years of operations experience in the Security Industry.  
Responsible for 150+ Security Officers  
Respond to Emergency Situations  
Security and Safety Surveys  
Recruit and Train Security Officers  
Obtain new security contracts  
Schedule security officers  
Maintain security contracts  
Office Administration

**Experience:**  
**November 2004 - Present**  
Florida Patrol Investigators, Inc.  
Senior Executive Supervisor

**June 1999 – November 2004**  
FPI Detective Agency  
Patrol Supervisor

**June 1996 – June 1999**  
50 State Security  
Supervisor

**Education:**  
Barber Scotia College, Concord, NC  
Criminal Justice Studies

**State of Florida Licenses:**  
Statewide Firearm License G 2603258  
Security Office License D 2111367

**IKE MONT-ROS**

1776 West 38<sup>th</sup> Place, Hialeah, FL 33012  
 Office: 305-827-4300 Mobile: 305-228-1214  
 E-Mail: school@fpisecurity.com

**Position:**

Security Guard Instructor and Chief Supervisor, Florida Patrol Investigators, Inc.

**Summary:**

21 years of operations experience in Law Enforcement  
 Security Officer recruits training, Security Officer in service training, Security Officer Firearms Training  
 Security Officer: Baton, Handcuff, Chemical Agent and Defensive Tactics classes, Security and Safety Surveys  
 Security Officer School Administration

**Experience:****September 2006 – Present**

Florida Patrol Investigators, Inc.  
 Security Guard Instructor

**December 1986 – September 1997**

West Miami Police Department  
 Police Officer

**October 1984 – December 1986**

Indian Creek Police Department  
 Sergeant, Marine Patrol Unit

**January 1984 – March 1984**

Florida East Coast Railroad  
 Special Agent

**June 1982 – October 1984**

Virginia Gardens Police Department  
 Police Officer

**Education:**

Southeast Florida Institute of Criminal Justice  
 Police and Corrections Officer, Standards and Training Certificate  
 Commonwealth of Virginia Criminal Justice Service Commission  
 Corrections Officer, Standards and Training Certificate

Miami Dade and Broward Community Colleges  
 64 Criminal Justice and Law Enforcement credits

**Professional Affiliations:**

National Rifle Association – Police Firearms Instructor  
 Police Marksman Association  
 American Society of Law Enforcement Trainers  
 International Association of Law Enforcement Firearms Instructors

**State of Florida Licenses:**

Security Officer Instructor License DI2700160  
 Firearm Instructor License K 250003

Statement of Proposed Services  
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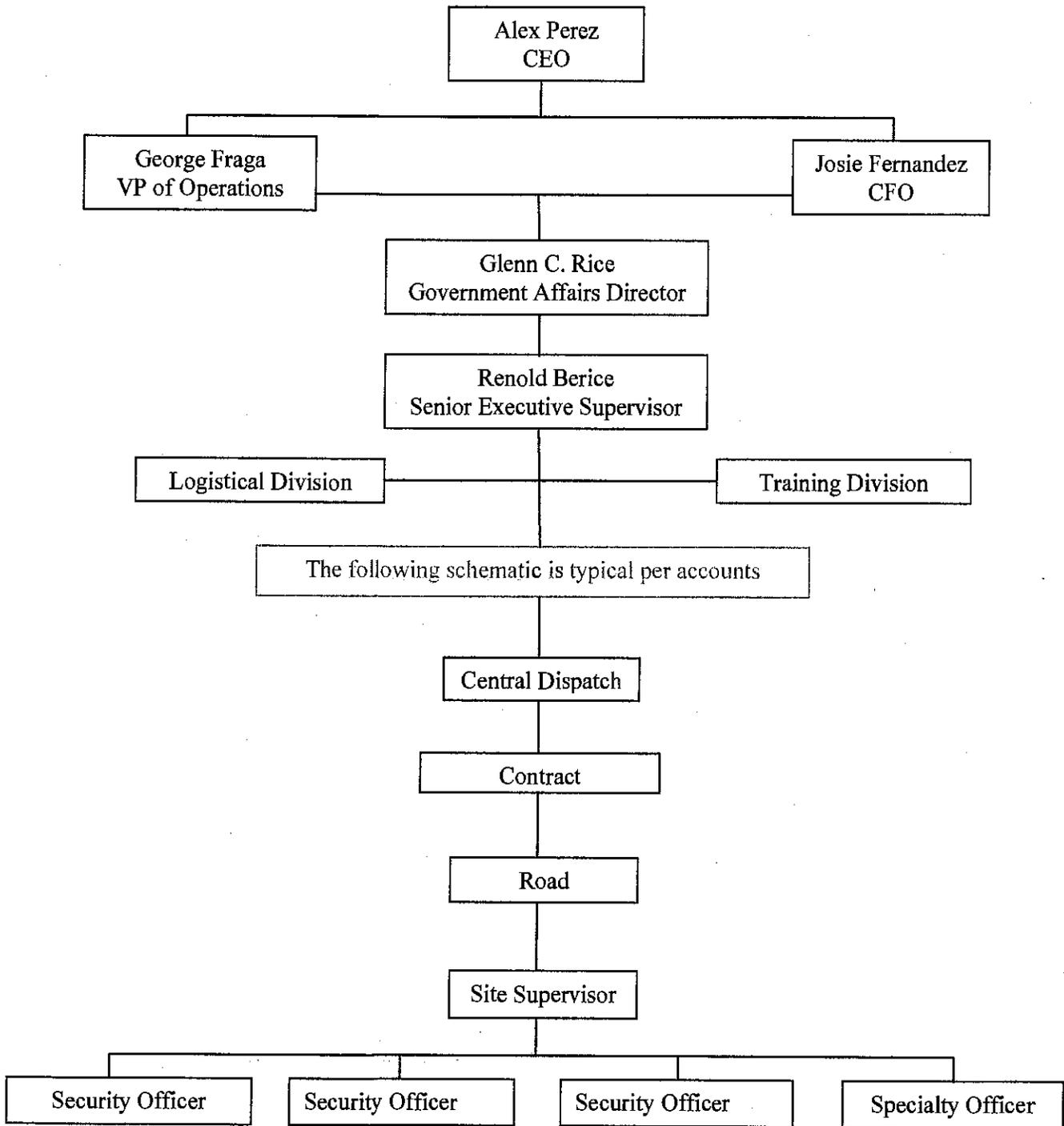
PRIVATE INVESTIGATIVE AGENCY  
 A 0001701

FLORIDA PATROL INVESTIGATORS, INC.  
 Toll-Free 1-800-374-4318 • Phone: 854-370-5300 • Fax: 305-826-7741

SECURITY AGENCY  
 B 0001189



### Organizational Chart



Statement of Proposed Services  
Page 20 of 20

PRIVATE INVESTIGATIVE AGENCY  
A 0001701

FLORIDA PATROL INVESTIGATORS, INC.  
Toll-Free 1-800-374-4316 • Phone: 954-370-5300 • Fax: 305-826-7741

SECURITY AGENCY  
B 0001169

**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

**ADAM H. PUTNAM  
COMMISSIONER  
DIVISION OF LICENSING**

ISSUE DATE: 12/20/11

LICENSE NO. B 0001169

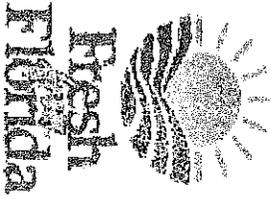
**THE AGENCY OR SCHOOL NAMED BELOW IS  
LICENSED AND REGULATED UNDER THE  
PROVISIONS OF CHAPTER 493, FLORIDA STATUTES,  
FOR THE PERIOD EXPIRING**

**DECEMBER 15, 2014**

**SECURITY AGENCY**

**FLORIDA PATROL INVESTIGATORS,  
INC.  
DBA PPT SECURITY SVCS.  
1770 WEST 38 PLACE  
HIALEAH, FL 33012**

**PEREZ, ALEXANDER ANDRES  
PRESIDENT**



A handwritten signature in black ink, appearing to read 'Adam H. Putnam', is written over a horizontal line.

**ADAM H. PUTNAM  
COMMISSIONER**

**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**  
**ADAM H. PUTNAM**  
**COMMISSIONER**  
**DIVISION OF LICENSING**

ISSUE DATE: 12/12/11

LICENSE NO. A 0001701

THE AGENCY OR SCHOOL NAMED BELOW IS  
 LICENSED AND REGULATED UNDER THE  
 PROVISIONS OF CHAPTER 493, FLORIDA STATUTES,  
 FOR THE PERIOD EXPIRING

DECEMBER 15, 2014

PRIVATE INVESTIGATIVE AGENCY

FLORIDA PATROL INVESTIGATORS,  
 INC.  
 DBA FPI SECURITY SVCS.  
 1770 WEST 38 PLACE  
 HIALEAH, FL 33012

**PEREZ, ALEXANDER ANDRES**  
**PRESIDENT**



**ADAM H. PUTNAM**  
**COMMISSIONER**

**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

**CHARLES H. BRONSON  
COMMISSIONER  
DIVISION OF LICENSING**

**ISSUE DATE: 01/12/11**

**LICENSE NO. DS2700001**

**THE AGENCY OR SCHOOL NAMED BELOW IS  
LICENSED AND REGULATED UNDER THE  
PROVISIONS OF CHAPTER 493, FLORIDA STATUTES,  
FOR THE PERIOD EXPIRING**

**JANUARY 03, 2013**

**SECURITY OFFICER SCHOOL/TRAINING FACILITY**

**FLORIDA PATROL INVESTIGATOR  
1774 WEST 38 PLACE  
HIALEAH, FL 33012**



*Charles H. Bronson*

**CHARLES H. BRONSON  
COMMISSIONER**

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000  
VALID OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2012

DBA: Receipt #: 319-3541  
Business Name: FLORIDA PATROL INVESTIGATORS INC Business Type: ALL OTHERS (PRIVATE INVESTIGATOR)

Owner Name: ALEXANDER PEREZ Business Opened: 06/09/2009  
Business Location: 1776 W 38 PL State/Country/Cert/Reg: A0001701  
MIAMI DADE COUNTY Exemption Code: NONEXEMPT  
Business Phone: 305-827-4300

Rooms                      Seats                      Employees                      Machines                      Professionals

Tax Amount	Number of Machines:				For Vending Business Only			Total Paid
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Vending Type:		
30.00	0.00	0.00	0.00	0.00	0.00		30.00	

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:  
ALEXANDER PEREZ  
1776 W 38 PL  
HIALEAH, FL 33012

Receipt # 01B-10-00005090  
Paid 09/23/2011 30.00

**2011 - 2012**



FIRST-CLASS  
U.S. POSTAGE  
PAID  
MIAMI, FL  
PERMIT NO. 231

669410-4

THIS IS NOT A BILL - DO NOT PAY

RENEWAL

BUSINESS NAME / LOCATION  
FLORIDA PATROL INVESTIGATORS INC  
1774 W 38 PL  
33012 HIALEAH

RECEIPT NO. 696710-4

OWNER  
FLORIDA PATROL INVESTIGATORS INC

EMPLOYEE/S  
1

Sec. Type of Business  
213 SERVICE BUSINESS

NOT A CONTRACTORS RECEIPT

THIS IS ONLY A LOCAL BUSINESS TAX RECEIPT. IT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY EXISTING REGULATORY OR ZONING LAWS OF THE COUNTY OR CITY. NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER PERMIT OR LICENSE REQUIRED BY LAW. THIS IS NOT A CERTIFICATION OF THE HOLDER'S QUALIFICATIONS.

DO NOT FORWARD

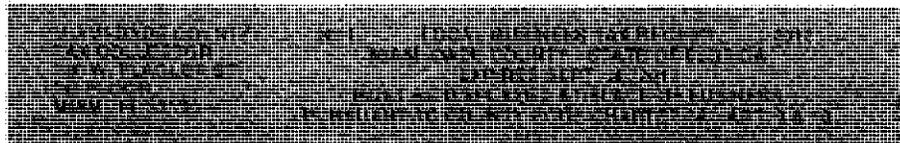
FLORIDA PATROL INVESTIGATORS INC  
ALEXANDER PEREZ PRES  
PO BOX 126356  
HIALEAH FL 33012

PAYMENT RECEIVED  
MIAMI-DADE COUNTY TAX COLLECTOR:

09/22/2011  
60020000429  
000045.00



SEE OTHER SIDE



FIRST-CLASS  
U.S. POSTAGE  
PAID  
MIAMI, FL  
PERMIT NO. 231

654399-6

THIS IS NOT A BILL - DO NOT PAY

RENEWAL

BUSINESS NAME / LOCATION  
FLORIDA PATROL INVESTIGATORS INC  
1776 W 38 PL  
33012 HIALEAH

RECEIPT NO. 681457-9

OWNER  
FLORIDA PATROL INVESTIGATORS INC

EMPLOYEE/S  
144

Sec. Type of Business  
213 GUARD PATROL AGENCY

THIS IS ONLY A LOCAL BUSINESS TAX RECEIPT. IT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY EXISTING REGULATORY OR ZONING LAWS OF THE COUNTY OR CITY. NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER PERMIT OR LICENSE REQUIRED BY LAW. THIS IS NOT A CERTIFICATION OF THE HOLDER'S QUALIFICATIONS.

DO NOT FORWARD

FLORIDA PATROL INVESTIGATORS INC  
ALEXANDER A PEREZ PRESIDENT  
PO BOX 126356  
HIALEAH FL 33012

PAYMENT RECEIVED  
MIAMI-DADE COUNTY TAX COLLECTOR:

09/23/2011  
60010000083  
000648.00



SEE OTHER SIDE



## INSURANCE

FPI shall furnish to client a Certificate(s) of Insurance, which indicates that insurance coverage has been obtained which meets the requirement as outlined below:

- A. Workman's Compensation Insurance for all employees of the vendor as required by Florida Statue 440.
- B. General Liability on a comprehensive basis, including Personal Injury Liability, in an amount not less than \$ 1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work , in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Terrorism Insurance (where required).

The insurance coverage provided will include those classifications, which most closely reflect the operations of the vendor. Companies authorized to do business under the laws of the State of Florida shall issue all insurance policies required above.

Please see attached Sample Certificates of Insurance

## Insurance

PRIVATE INVESTIGATIVE AGENCY  
A 0001701

Page 1

SECURITY AGENCY  
B 0001169

FLORIDA PATROL INVESTIGATORS, INC. D/B/A FPI SECURITY SERVICES  
Toll-Free 1-800-374-4318 • Phone: 954-370-5300 • Fax: 305-828-7741



**CERTIFICATE OF LIABILITY INSURANCE**

FLOPAT OP ID: MF

DATE (MM/DD/YYYY)  
04/02/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> International Insurance Center 7980 SW 117 Ave, Suite 209 Miami, FL 33183-3845 Surety Solutions Ins. Services	305-279-5446 305-279-4045	<b>CONTACT NAME:</b> Maria Fisk <b>PHONE (A/C, No, Ext):</b> 305-279-5446 <b>FAX (A/C, No):</b> 305-279-4045 <b>E-MAIL ADDRESS:</b>
<b>INSURED</b> Florida Patrol Investigators P O Box 126356 Hialeah, FL 33012-1605	<b>INSURER(S) AFFORING COVERAGE</b> INSURER A: Michigan Commercial Ins Mutual NAIC # 10998 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADOL SUBR: IRR, WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY: <input type="checkbox"/> PROJ <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED:    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		WC10000140792011A	10/01/11	10/01/12	<input checked="" type="checkbox"/> WC STATE STATUTORY LIMITS OTH FR E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  Florida Patrol Investigators P O Box 126356 Hialeah, FL 33012-1605	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

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ACORD 25 (2010/05)

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Insurance





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/02/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: COMPREHENSIVE INSURANCE UNDERWRITERS, MARK S HOERBER FLLC #A120871, 990 NE 92 STREET, MIAMI SHORES, FL 33138-2811, (305) 759-0005 FAX (305) 759-1777. CONTACT NAME: MARK B HOERBER, PHONE: (305) 759-0005, FAX: (305) 759-1777, EMAIL: COVERAGE4U@GMAIL.COM. INSURER A: FIRST MERCURY INSURANCE CO. INSURER B: ALTIERRA EXCESS & SURPLUS INSURANCE CO.

COVERAGES CERTIFICATE NUMBER: 100043 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: RISK CLASS, TYPE OF INSURANCE, ADDITIONAL INSURED, POLICY NUMBER, POLICY PERIOD, POLICY EXPIRES, LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 91, Additional Remarks, if more space is required). INSURANCE APPLICABLE TO PRIVATE SECURITY AGENCY PROVIDING SECURITY GUARD SERVICES AT ANY & ALL LOCATIONS ADMINISTRATIVE OFFICES: 1784 WEST 38TH PLACE, HIALEAH, FL 33012.

CERTIFICATE HOLDER: SAMPLE INSURANCE CERTIFICATE. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: MARK S HOERBER.

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Insurance



## Assessment of Needs for the City of Fort Lauderdale Public Works Department for this RFP

### NEEDS ASSESSMENT

In order to properly provide security services in professional and systematic manner members of FPI's assessment team toured the facilities in need of service for this RFP. The resulting tour provided invaluable data that was analyzed by our risk assessment team. This data was used to create a plan of action that would be functional, systematic, accurate and cost effective to the municipality.

The water treatment plants were addressed as valuable city assets that due to their inherent value and function are construed as target hazards to responding units in cases of incidents and or intrusion.

The priority of the plan centers on the safety and security of the facility and its personnel. FPI upon award of contract will provide the city a running evaluation and needs assessment as the contract runs its course. FPI will always consider the costs inherent with protecting the city's assets when providing the proposal plan. These risk and needs assessments will be provided by FPI at no cost to the city.

**Fiveash Facility:** A 1,000,000 square foot Water treatment facility contained within an approximate 11.5 acre parcel. The facility consists of 25 wells and it borders I-95, Prospect road and it's within range of the Fort Lauderdale Executive Airport. Water treatment is accomplished through aeration, chemical processing and filtering, and delivered via a vast underground piping system; the plant delivers clean, potable water to over 250,000 occupancies.

Currently identified needs:

1. Vulnerable points identified
  - a. Guard house at Main entrance consisting of an electric gate with card entry during "off hours" may allow for security vulnerability during off hours.
  - b. To the left of the guard house (about 200 yards) by the RR tracks is a gas station for the city vehicles monitored by City cameras.
  - c. City Dog Park creates access point weakness.
  - d. West side of RR tracks in the Admin portion of the water facility, large value City assets sit unprotected.
  - e. Area Fronting I-95 contain the dump trucks, back hoes and front loaders along with 15 large generators.

Assessment of Needs

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2. The parcel is surrounded by 8 ft. chain linked barbed wired fence with approx. 8 "other" gates along the perimeter secured by padlock only.
3. Power lines surround the East/West portion of compound no visible physical security provided.
4. The Admin building is 3 stories in height, housing around 100 employees the lab is housed on the 3rd floor -Plant portion of complex is separated by electric gate. Emergency access to be determined
5. Entry to the facility is by electric double gate- call box/ card system.
6. Water tower and ammonia tower face I-95
7. The Plant portion by Powerline Rd. (NE of compound) has 2 double gated entrances that are locked and plastic type barricades are placed in front of the gates indicating no entrance.
8. Chlorine tankers enter from Tracks (West side) monitored by cameras
9. The facility holds over 200,000 gallons of ammonia/chlorine

**Peele-Dixie Facility:** A Water treatment facility contained within an approximate 8 acre parcel. The facility consists of several structures housing the Historical administration building. In 2008 the facility was renovated to its current look.

Currently identified needs:

1. The Plant is enclosed on all sides by an 8 ft. wall with approx. 2 more feet of Iron railing on top of the wall. The perimeter is supervised via cameras located on the NE, SE, and SW sections.
2. The Entrance is protected with an iron gated fence containing a key pad lock. This area is accessed by the public on a regular basis.
3. Additional entry points are located at 39th Avenue and 14th Street, security is provided via electric key pad and cameras.
4. The facility is surrounded on the North and East by residential occupancies and on the South by a mix use commercial and residential group. Vulnerability appears to be unauthorized disposal of garbage into the facilities grounds.
5. The rear of the Admin Building houses an empty lake that creates a patrol hazard during the evening hours.
6. This complex houses sulfuric acid for its reverse osmosis process.

**Building Services Center and Mizell Center** are typical municipal structures with standard target hazard points. These facilities are to be patrolled under the direct supervision of City officials. FPI will provide at no cost a needs assessment if requested by the city upon award of contract.

Assessment of Needs

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## FPI Plan of Action

In preparation to meet the needs of the City in this RFP, FPI has outline specific action notes to be implemented in the event the contract is awarded to this vendor.

### **HIRING PROCESS:**

In order to properly provide security services in an ethical and professional manner FPI has available a fully functional personnel department that is ready to assist in the hiring process for security officers at all levels. The method of operation for FPI is as follows:

### **RECRUITING**

We recruit through the Internet, Newspapers, Security Training Schools throughout the Broward County and Miami Dade areas, Miami Dade College, and as well as our own State Certified Security Academy, to satisfy your needs.

### **APPLICATION PROCESS:**

All applicants are asked to complete an employment application. Applicants are tested to verify their ability to read, understand and write English. Skills testing, dependent upon assignment, may also include mathematical, computer and other specific disciplines and skills needed to determine their ability and qualifications to become a member of our team.

### **INTERVIEW:**

Once the application process has been completed and approved, the applicant will go through an extensive interview process conducted by our Personnel Department.

### **DRUG TESTING:**

The applicant will be asked to submit to a seven panel drug and alcohol screening test.

### Assessment of Needs

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### Florida Patrol Investigators, Inc.

From: Alexander Perez, President & CEO	Date: Monday October 26, 2009
To: All Employees	Re: Drug & Alcohol Free Work-Place

#### DRUG & ALCOHOL FREE WORK-PLACE FORM

FPI Security Services will establish a drug and alcohol testing procedure. This procedure will include pre-employment and current employee random drug screening beginning October 08, 2009. This test will be conducted by specifically appointed individuals, as designated by the President & CEO of FPI security Services.

The goals of this program are to reduce employee accidents, which can affect their ability to make decisions and operate equipment. In order to lower the liability factor for FPI Security Services and its employees. This will enhance the quality of services provided to our clients.

The testing method that FPI Security Services has approved in an On-Site provided by Micro-Distributing, LLC, PO Box 1753, Belton, TX 76513.

- Test No. 1 will be for consumption of alcohol, using mouth swap collection.
- Test No. 2 will be for drug screening, using a urine collection cup. This test is to detect illegal substances.

Both of these test methods can be conducted on the job site or at the FPI Security Services office by a Florida Certified DI Security Instructor.

This policy can be changed or updated at any time to implement additional testing procedures. Any changes made to this policy will be immediately available to all employees in writing.

Any applicant who fails a drug or alcohol test will be notified in writing, with appropriated disciplinary action.

It is the ultimate goal of this company to provide a safe working environment to our employees and customers.

---

Approved by:	Received by:
_____	Employee Signature : _____
Alexander Perez, President & CEO FPI Security Services	Employee Number: _____
	Date: _____

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### **BACKGROUND INVESTIGATION**

Once the applicant has successfully passed the urinalysis exam they will also be screened for Local, Federal as well as Sexual Predator Crimes. Verification of Employment will be processed for applicants selected to proceed further through FPI's hiring process.

### **PROCESSING**

When the applicant has successfully passed the background screening process, they will be offered a position by our Personnel Department based on their qualifications and certified training.

### **ORIENTATION**

The applicant will receive orientation in both client and FPI systems, policies and procedures.

### **TRAINING:**

Prior to being assigned to a post, the applicant will have to successfully pass a training course for that position.

### **EQUAL OPPORTUNITY EMPLOYER**

FPI is an Equal Opportunity Employer and prides itself in hiring and properly training personnel from various ethnic groups and backgrounds. Please check our record. We are certified with Miami-Dade County's Department of Business and Economic Development.

**"WE TAKE CARE OF OUR EMPLOYEES, SO THEY CAN TAKE CARE OF YOU"**

### **Employee Benefits and Retention**

FPI develops a close personal relationship with all of its employees. Nationally the turnover rate in the security guard industry is as high as 300 percent, according to a 2008 study by Security Resources, Security & Investigators Solutions. FPI is proud to announce that employee retention in the Operations Division is approximately 92%. FPI has achieved this through the hard work and dedication of all of our employees. This hard work includes the following Employee Retention Programs:

#### **Assessment of Needs**

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### **Recertification Training**

FPI provides all recertification training required by the State of Florida, for our Security Officers to renew their security licenses. In addition FPI pays all licensing fees to the State of Florida for all employees who have worked 2,080 continuous regular work hours.

### **Personnel Training**

FPI has developed several training programs that enable the company to begin client contracts with personnel that are knowledgeable and up to date with all State and Federal Laws, community posts orders and specific site training procedures.

FPI values the importance of your business and recognizes the reward of continuing education. Our principals are "An Educated Associate=Good Performance=Long Term Relationship". The following is a training program to be implemented at your site prior to and during our term as your security provider.

#### **1. Initial Training**

This training will take place at our State Certified Training Facility and will encompass most of the material included in this section. The officer will receive computer training and will be tested on their ability to handle stressful situations and handle public relations situations as needed.

#### **2. Post-Training Phase I**

One week prior to commencement, FPI will send the Quality Control Manager to meet with The City's Representative. The meeting will occur at the site where training information will be reviewed and a custom training program in accordance with all the rules and regulations set forth by the City will be implemented.

#### **3. Post-Training Phase II**

This phase will take place two days prior to the commencement of the post. The training will be held at the client's site and the City's Representative will be asked to attend and say a few words on behalf of the Facility. The attendees will include all officers assigned to your post, all FPI Road Supervisors, General Manager, Quality Control Manager and any other personnel, the City wishes to include.

#### **4. Post-Training Phase III**

During our first month on-site, the post will be visited by our Road Supervisor on a daily basis, during every shift. This will serve as back-up training to insure the officer

### **Assessment of Needs**

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is knowledgeable with all systems and procedures. Training certificates will be available to management for review.

#### 5. Post-Training Phase IV

After the first month of service, FPI will hold a regular meeting at the site with the officers. This will serve as continuing education for all officers and a review of new orders or changes that have been made per City's management request. New staff will go through the initial training beginning with number 1.

#### Training

The overall training of each officer includes a new hire training class, on site training and post re-training every three to four months. The following is an outline of the programs.

#### Basic Training (New Hire Training)

Each contract employee including supervisors, are required to pass a written test on all subjects in class in accordance with this contract. Each employee, should he/she fail the written test on the initial attempt, will be given one additional opportunity to retake the written examination within a single ninety day period.

Each officer will receive numerous hours of initial instruction that will include the following:

#### I. Roles and Functions of Security Personnel (2 HOURS)

- A. Protection of Person and Property
- B. Role of Security Personnel
- C. Public Relations
- D. Human/Interpersonal Relations

#### II. Report Writing (2 HOURS)

- A. Report Elements: the 6 interrogatives (Who, What, When, Where, How, and Why)
- B. Requirement for legibility and literacy (clear, neat, complete, brief, accurate, prompt)
- C. Significance and Use of Reports

Assessment of Needs  
Page 7



- D. Observation Techniques
- E. Field Note-Taking Pre-Requisite to Good reporting
- F. Procedure (outline, draft & final product)
- G. Importance of Proofreading
- H. Sample Report Common to the Security Industry
- I. Grammar Guidance
- J. Punctuation and Capitalization

### III. Ethics and Professional Conduct (1 HOUR)

- A. Describe what professional conduct is for a security officer
- B. Code of conduct or code of ethics (defined)
- C. Uniform and personal Grooming
- D. Effective Assertiveness
- E. Discipline
- F. Readiness: Shift work and sleep adjustment
- G. Alertness
- H. Honesty
- I. Developing rapport with management, employees and guest

### IV. Legal Issues / Civil Liability (2 HOURS)

- A. Felonies - misdemeanors ( types, punishment & identification)
- B. Arrest - Detention
- C. Search - Seizure
- D. Use of Force
- E. Interrogations - Miranda
- F. Interviews
- G. Testify - 16 Courts, Depositions, State Attorney Hearings
- H. Florida Criminal Laws relative to common crimes, such as theft, assault, battery, robbery and burglary
- I. Limitations of Arrest Authority (citizen arrest and retail theft)
- J. Legal use of Force and Chapter 776, Florida Statutes
- K. Response to Crimes in Progress
- L. Guidelines for when client requests a search

#### Assessment of Needs

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- V. **Patrol Techniques: Foot/Vehicle Patrol (2 HOURS)**
- A. Radio Communications
  - B. Gate House, Sign-in, Entry Systems
  - C. Clocks & Key Rounds
  - D. Alarm Response
  - E. Control Room - Console Monitoring & Response
  - F. Traffic Control
  - G. Vehicle and Suspect Approach
  - H. Night Vision, Shadowing and Light Adjustment
  - I. Define Patrolling
  - J. Purpose for Patrol
  - K. Types of Patrol
  - L. Identify Required Equipment for a Security Officer
  - M. Mobile Patrol and Vehicle Safety (Defensive Driving Techniques)
  - N. Preventative Patrols and Fire Watches
  - O. Fixed Post Duties and Vehicle Control
- VI. **Emergency Procedures (2 HOURS)**
- A. Weapons of Mass Destruction
  - B. Fire and Bomb threats and evacuation - Law Enforcement Response
  - C. Weather Alerts (Hurricane, Flood, Tornadoes)
  - D. Nuclear Power Plant Alerts
  - E. Special Response: Gangs, Mentally Ill, Juveniles , Alcohol & Drug Abuse
  - F. Riot Preparation
  - G. Natural Disaster Preparation and Responses
  - H. Major Electrical Failure
- VII. **Basic Emergency First Aid (3 HOURS)**
- A. Provide the student with the basics of first aid techniques so that they will be able to service a victim's needs until professional assistance arrives.
  - B. Basic first aid instructions on various injuries, wounds and shock: emergency response requirements

**Assessment of Needs**

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- C. Provide information about the Florida Good Samaritan Act
- D. Orientation to blood borne pathogens
- E. CPR/ AED

**IX. Use Of Communications Equipment (2 HOURS)**

- A. Telephone
- B. Two-Way Radio Use and Procedures
- C. Cellular Communications
- D. Routine and Emergency Procedures
- E. Telephone Etiquette
- F. Other Professional Communication Techniques

**ON SITE TRAINING**

**Facility Training (16 HOURS)**

In addition to the above training each employee, whether an officer or supervisor will be trained in the areas below. Each employee must be familiar with all requirements of a specific facility before being assigned to it. Designated employees of client may ask FPI employees questions about these areas. FPI will provide this training at the facility in coordination with the client, prior to the employee performing their duty.

- I. General information and special orders for the facilities to be protected under this contract (8 Hours).
- II. Operational procedures for systems on the protected premises (8 hours).
- III. Emergency operation procedures under the Occupant Emergency Plan for the locations to be protected (4 hours).
- IV. Post Orders (4 hours).

**Post Re-Training (4 HOURS)**

Re-training of officers is provided on an "as needed" basis, usually every three to four months.

**Assessment of Needs**  
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- I. Similar to the fore-going with emphasis on new or special circumstances that might have arisen (2 hours).
- II. Obtain feedback from officers as to their perception of the post (2 hours).

### **Uniforms**

Uniform type and use shall conform to standards and usage described below:

- A. All employees performing under this contract shall wear the same color and style of uniform. Appropriately, female members of the guard force shall wear feminine style uniforms.
- B. FPI shall issue a sufficient quantity of uniform items to ensure that each officer is in proper uniform while on post.
- C. The uniform shall only be worn when the officer is on official duty or when the officer is in transit between his/her place of residence and duty station.
- D. Shoes shall be low quarter or high-topped, lace types with police or plain toe and standard heel.

NOTE: No officer will be on duty until he/she is completely uniformed including accessories as per the City's requirements.

FPI will furnish all officers with an adequate number of uniforms without cost to client.

### **Supplementary Equipment**

Each officer on duty shall be equipped with supplementary equipment including, but not limited to notebooks, pens, pencils, replacement flashlight batteries and bulbs, traffic control safety apparel (reflective vests, gloves, traffic buttons, etc.) as appropriate to operations. Officers shall not be permitted to issue themselves any unauthorized supplemental or personal equipment, such as concealed firearms, knives or other non-standard items.

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- A. FPI shall provide and maintain, on-site, an adequate supply of batteries for all flashlights and traffic control batons.
  
- B. Inclement weather clothing shall be required for those officers required to perform duties while exposed to cold, rain, and other inclement weather conditions. All inclement weather clothing must be identical in style and color for each officer.

Please See Sample Uniform and Equipment

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**Assessment of Needs**

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## Corporate Ability to Manage Account Resources

FPI Security Services has made a tradition of dependable and efficient service that extends more than 25 years. From its beginnings, FPI has made its security services out to be a dependable ethical work force that prides itself on making a difference.

FPI is a well-managed growth-oriented provider of security officers and related services. The company currently employs in excess of 250 individuals and offers services to governmental, commercial, industrial and residential clients. FPI is an equal opportunity employer and is proud to be a family owned company.

The company has achieved growth in excess of 10% per year substantially in excess of its peers in the industry, both larger and smaller. This success has been the result of experienced management, proper selection and intensive training of people and remarkable responsiveness to customer needs and service opportunities.



Having developed a stable and proven management team, the company is poised for growth, both geographically and through the expansion of corollary services in the ever-expanding security and service industry. FPI's team is confident that its solid foundation built on exceptional customer satisfaction, together with carefully managed profitability will enable the company to continue its growth and solidify its current standing as a leader in the industry.



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## STRENGTHS

FPI has positioned itself as the leading, privately owned provider of high quality security services in South Florida. While the market encompasses thousands of potential clients, the company chooses to target governmental agencies, commercial and residential development accounts. Its total customer base consists of over 120 clients who are served by more than 250 personnel.

## BILLING AND PAYROLL

FPI pays its security officers every two weeks, which translates into 26 billing periods a year for payroll. Clients are invoiced every two weeks for guard services with invoices due upon receipt or as per contract agreement. FPI compensates its employees for the following Holidays: Memorial Day, 4<sup>th</sup> of July, Veteran's Day, Thanksgiving, Christmas and New Year's Day.

## CUSTOMER RETENTION AND SERVICE

*Because of its attention to customer service, the company maintains high retention rates among its clients. Top management is in daily contact with its clients, maintains personal involvement and provides immediate response to client concerns and needs. The company maintains the philosophy of providing extraordinary customer service and "doing whatever it takes" to anticipate and handle any and all client needs.*



**EMPLOYEE SCREENING**

The Company maintains the highest standards for employment in the industry providing applicants pass a 7 panel drug screen and are able to pass an FDLE criminal background check. FPI requires significantly higher levels of experience and educational background than its competition.

**PRICING**

*FPI positions itself as a competitively priced Service Company with a strong emphasis on quality and customer service. Its clients pay for the level of service that they select. FPI adheres to rigorous quality control and training programs that support each level of personnel requested. FPI has maintained its reputation by providing superior personnel which ensure high customer satisfaction and retention.*





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**Staying at the top of our industry requires constant educational growth. As FPI Security Services grows we have gained certifications and professional memberships with the following organizations:**



- American Board for Certification in Homeland Security



- American Society for Industrial Security (ASIS)



- Better Business Bureau, Accredited Business



- International Association for Healthcare Security & Safety



- Miami-Dade County Association of Chiefs of Police





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**DISPATCH CENTER**

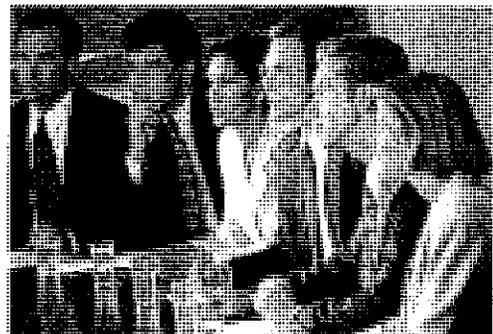


FPI has a dispatch center available to handle any problems or concerns that may arise during the day to day operations. FPI's dispatch center is open 24 hours a day, year round, including holidays and for natural disasters. In addition, the dispatch center is responsible for attending to scheduling issues that may arise.

FPI is equipped with state of the art emergency backup systems including high efficiency generators. In the event of an emergency, our operations will continue to run as scheduled, providing our clients with **uninterrupted** service during the most crucial times.

**EXECUTIVE ASSISTANCE**

*Executive assistance will be available to you, to assist in any situation that may arise during the term of this contract.*





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**At FPI, each client is treated with individual and personalized attention. FPI has established a “hands on” approach and will do whatever is necessary to ensure customer satisfaction. The Management Team will be available 24 hours a day, 7 days a week to address any concern or needs you may have. As you can see this Quality Control Program is effective and it works, but don’t take our word, just ask our clients!**



## ADDITIONAL SERVICES

### **PRIVATE INVESTIGATION:**

Professional and discreet private investigation and surveillance services performed by licensed and trained personnel.

### **EMPLOYEE SCREENING:**

FPI can help your company conduct a thorough pre-employment screening. Some of our services include:

- Polygraph Exams
- Background Checks
- Credit Reports
- Workman's Compensation Checks

### **PATROL VEHICLES:**

Effective coverage of any site can be achieved using various patrolling methods including bike patrol, golf carts and patrol vehicles.

### **SECURITY ACADEMY AND TRAINING CENTER:**

FPI currently has a certified State security academy with instructors that maintain all security officers required training and CEU's requirements. Security officers holding a class G license are qualified on a regular basis via our proprietary academy and shooting range.

### **SHOOTING RANGE:**

FPI has an ownership interest with The Florida Gun Center and utilizes the facility to certify and instruct all its members. The center is available to FPI's clients at a reduced rate and can provide additional services and products at a discounted price.

## ADDITIONAL SERVICES

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## MOTORIZED PATROL EQUIPMENT

Patrol vehicles (where applicable), shall be provided by FPI. Vehicles shall be in operating condition at all times. All costs for the operation and maintenance of vehicles, including all license and insurance fees, but excluding fuel shall be born by FPI. Each vehicle shall be marked for identification. In the event a patrol vehicle is temporarily inoperable (due to maintenance, etc.), an equivalent, fully operational, substitute vehicle, will be provided ensuring the vehicle furnished under this contract complies with the requirements outlined herein, spot light, hand held or otherwise.

Patrol Vehicles can be equipped with (additional costs may apply):

- GPS Tracking, customer will receive daily GPS Tracking reports
- Mobile Computer Terminals, customers may receive E-Mailed Daily & Incident Reports
- Video Recording, video and still photographs will be available upon request

FPI will be happy to place important information that you provide, on the sides of the patrol vehicles that have been assigned to your property.\* below, please find a sample of what can be custom tailored for your property.

\*FPI will try to have these marked vehicles available during all patrol rounds. FPI asks for your understanding and patience, when these vehicles are out of service, for maintenance / repair. FPI will provide another patrol vehicle during these times.

Please see attached sample pictures of Patrol Vehicles:

## ADDITIONAL SERVICES

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**ELECTRIC PATROL EQUIPMENT**

FPI uses the groundbreaking T3 Series electric standup vehicle (ESV) a zero-gas-emission, clean-energy innovation that is simple, intuitive and economical to operate. With significant breakthroughs in its proprietary power management and propulsion system, this performer delivers high "mpg" equivalent, long battery run time, short recharge time, and plug 'n play battery modules.

It is highly stable with a low center of gravity, offers wide visibility for the driver elevated on a 9-inch platform, strikes a commanding presence, can access restricted spaces including elevators and narrow corridors, handles curbs easily, and is highly agile with a zero-degree turning radius. And it's very quiet.

The T3 Series is designed to enhance patrols to save driver energy and increase response times. Lockable, onboard storage is easily accessible. For maximum flexibility, two swappable battery packs mean virtually no downtime. And, with dramatically fewer parts than gasoline-powered vehicles, the T3 Series is high on reliability and low on maintenance. Not to mention an operating cost of around 10 cents per day.

The T3 Series is truly the next generation in green personal transportation solutions. Applications:

- Community / Policing
- Entertainment / Sporting Venues
- Parking Control
- Homeland Security
- Campuses
- Malls
- Parks and Beaches
- Hospitals
- Airports
- Military Bases
- Federal Buildings
- Casinos



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Depending on customer requirements, FPI has Electric EZ GO Golf Carts available in many configurations. Golf carts offer the ability to go into off road situations, such as dirt road alleys in between industrial sites where ESV's and motorized vehicles cannot go. Security Golf Carts can carry up to 800 pounds including Security Officer(s) and patrol equipment.



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**ADDITIONAL SERVICES**

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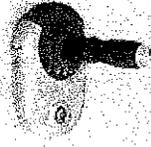
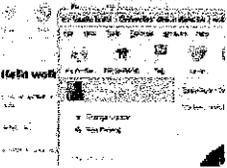
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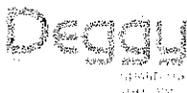
**TOUR VERIFICATION**

FPI uses Deggy® Complete Guard Tour Solutions to ensure that our customer's requirements are being fulfilled. Tour verification is essential in meeting customer demands.

Here's how it works:

<p>Step 1 - The Patrol Tour</p> 	<p>Checkpoints The guard touches the Deggy Checkpoint installed at a client's location with the Deggy steel pen. The pen collects the checkpoint location with the time and date stamp.</p>
<p>Step 2 – Downloading the Tour</p> 	<p>Supervisor's Portable Downloader - Every time a Patrol Supervisor arrives at a site, tour data can be downloaded right on the spot. Once collected from a pen to a supervisor's portable downloader, tour data is transferred wirelessly to FPI's dispatch center.</p>
<p>Step 3 – Managing the Tour Data</p> 	<p><b>2009 Guard Tour Software</b> - Easy to use Deggy Control Windows software manages all your tour data. The Deggy Control Software allows FPI to download from the Internet with the new Wireless Deggy Web. It converts tour data into useful, detailed, printable reports. Reports can be send to customers daily.</p>

Deggy Information obtained from Deggy Inc, www.deggy.com



**ADDITIONAL SERVICES**



**ENTRY ACCESS SYSTEMS**

FPI uses the VTSPRO™ Visitor Tracking System from Shadow Custom Software, Inc. VTSPRO™ is a sophisticated yet easy to use visitor tracking system for guard gates, condo-lobbies, schools, college campuses and many more locations.

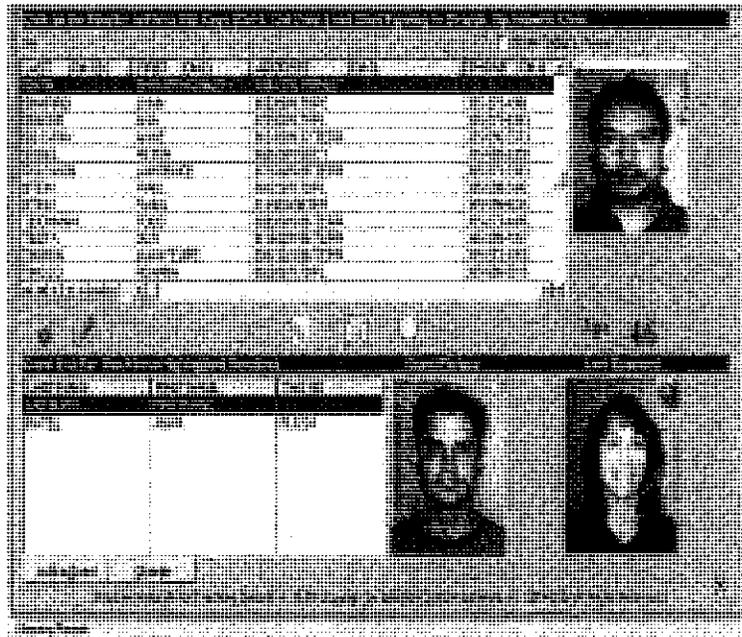
Visitors are quickly entered into a database and assigned to a resident or department by simply scanning their driver's license.

Simple to read screens and easy work flow interface sets VTSPRO™ apart from competitors.

**Features:**

- Unlimited guests per residents
- Search by all Information Fields
- Quickly add new residents in database, by scanning driver's license
- Chronological Daily log with or without (Facial) photo
- User defined queries to search records
- Robust and Encrypted Database
- Local support from a local software and hardware company
- Speed up visitor login by scanning driver's license and ID's

**VTSPRO™ Screenshot:**



**ADDITIONAL SERVICES**

Page 7

PRIVATE INVESTIGATIVE AGENCY  
A 0001701

FLORIDA PATROL INVESTIGATORS, INC. D/B/A FPI SECURITY SERVICES  
Toll-Free 1-800-374-4316 • Phone: 954-370-5300 • Fax: 305-826-7741

SECURITY AGENCY  
B 0001189



## REFERENCES

Reference Summary (additional references available upon request)  
*Our Current Number of Clients Accounts exceeds 120*

Name: Fisherman's Boat Group  
 Type of Firm: Marine Dealership  
 Address: 3800 North West 27<sup>th</sup> Avenue, Miami Fl 33142  
 Location: Jet Ski of Miami  
 Contact Name: Richard Mena  
 Title: Operational Manager  
 E-mail: [rmena@jetskiofmiami.com](mailto:rmena@jetskiofmiami.com)  
 Phone: 305-370-5814  
 Service Hours: **168 Weekly**                      **Commencing: 2005 to Current**

Name: Continucare MDHC, LLC  
 Type of Firm: Health Care Facility (4 independent locations)  
 Address: 7200 Corporate Center, Miami, Fl 33126  
 Location: Hialeah, Flagler, Homestead and Sunrise Clinics  
 Contact Name: Thomas Aponte  
 Title: Senior Director Ancillary Services  
 E-mail: [thomas\\_aponte@continucare.com](mailto:thomas_aponte@continucare.com)  
 Phone: 305-500-2010  
 Service Hours: **414 Weekly**                      **Commencing: 1990 to Current**

Name: Silver Lakes Community Association  
 Type of Firm: Residential Community (5185 HOMES) 1200 Acres  
 Address: 19620 Pines Blvd. Suite 205  
 Location: Silver Lakes, Broward County  
 Contact Name: Debbie Lisiewski  
 Title: Association President  
 E-mail: [deb@pinespropertymanagement.com](mailto:deb@pinespropertymanagement.com)  
 Phone: 954-605-4700  
 Service Hours: **504 Weekly**                      **Commencing: 2010 to Current**

Name: City Of Hialeah Fire Department  
 Type of Firm: Government Agency/ Municipality  
 Address: 83 East 5th Street, 2<sup>nd</sup> Floor  
 Location: Hialeah Florida 33010  
 Contact Name: Chief Ray Perez  
 Title: Fire Marshal  
 E-mail: [rperez@hialeahfl.gov](mailto:rperez@hialeahfl.gov)  
 Phone: 305-883-6975  
 Service Hours: **As Requested**                      **Commencing: 2008 to Current**

**COST PROPOSAL****PROPOSAL PAGES: PRICE LIST / COST PROPOSAL**

Cost per hour to provide a roving Security Officer in accordance with the Scope of Services Section of this RFP.

Level A - Base Level                    \$ 13.20 per hour X 1 hour = \$ 13.20

Level B - Mid Level                    \$ 13.50 per hour X 1 hour = \$ 13.50

Level C - High Level                    \$ 13.90 per hour X 1 hour = \$ 13.90

Cost per hour to provide a vehicle for the roving Security Officer in accordance with the Scope of Services Section of this RFP.

Vehicle                                    \$ .21 cents per hour

Fiveash Hours:        24/day X 365 days = 8,760 hours

Peele-Dixie Hours:    12/day X 365 days = 4,380 hours

TOTAL        13,140 hours

Total Cost: Level C Roving/hr \$ 13.90 & Veh./hr \$ .21 X 13,140 = \$ 185,405.40

If the City wished to have a non-roving Security Officer at one of the specified facilities or comparable City facility, give the cost per hour for a schedule similar to that specified in the Scope of Services Section of this RFP and in accordance with the Scope of Services Section of this RFP.

Level A - Base Level                    \$ 13.20 per hour X 1 hour = \$ 13.20

Level B - Mid Level                    \$ 13.50 per hour X 1 hour = \$ 13.50

Level C - High Level                    \$ 13.90 per hour X 1 hour = \$ 13.90

Building Services Center Hours:    11/day X 251 days = 2,761 hours

Mizell Center Hours:                11/day X 251 days = 2,761 hours

TOTAL                5522 hours

Total Cost: Level A Non-Roving/hr \$ 13.20 X 5,522 = \$ 72,890.40

If the City wished to have a temporary or emergency non roving Security Officer at one of the specified facilities or comparable City facility give the cost per hour for a reduced schedule such as less than 8 hours per shift and less than 40 hours per week and in accordance with the Scope of Services Section of this RFP.

Level A - Base Level                   \$ 13.20 per hour X 1 hour = \$ 13.20

Level B - Mid Level                   \$ 13.50 per hour X 1 hour = \$ 13.50

Level C - High Level                   \$ 13.90 per hour X 1 hour = \$ 13.90

Proposers note: The cost per hour shall be for specified shift time on the site or security route. The City will not pay for any travel or down time for officers or vehicles.

For evaluation purposes, each level of potential service will be multiplied by one and added to the total annual cost for all services.



## Emergency Preparedness Plan, e.g. Hurricane, Civil Unrest or Disorder

**Post:** All, Including Dispatch Center and Administrative Offices  
**Approved By:** Alexander Perez, President, & CEO

**Purpose:**

The Emergency Preparedness Plan's purpose is to establish protective measures and preparations for FPI's Security Officers, post staff and visitors, and the facilities before, during, and after a hurricane, or any emergency needing emergency actions.

**Definition:**

Hurricane season is in effect from June 1 through November 1st. During this period of time, the following conditions of readiness will be implemented to ensure maximum preparedness.

### ALERT CONDITIONS AND ACTIONS

**Phase I:**

FPI Administration and Operations will prepare staffing plans. Employees required to be on duty during the hurricane, will receive shelter accommodations if needed. Post Schedules will be adjusted accordingly to try and accommodate all personnel. Contract Coordinators will contact individual contracts and request which properties will require security coverage before, during and after any storms. Initial provisions will be made for food, water and shelter for on duty Dispatchers and Supervisors. Personnel Dept. employees will create a contact list of employees willing and able to work before, during and after a storm.

Site Supervisors, Road Patrol Supervisors, Operations and Administration Directors will be kept informed of the situation by the Dispatch Center.

**Phase II:**

A tropical storm or hurricane is fully developed and is predicted to impact the South Florida area within 72 hours.

FPI Contract Coordinators and Directors prepare staffing plans. Plans should include the creation of a team of employees that will be at the requested posts and the Dispatch Center before/during (Team A) and after (Team B). Team A should consist of enough numbers that will allow one sub-team to work and one sub-team to rest. Team A members should expect to be at their assigned post for at least 48 hours.

Operations Directors are expected to participate in accordance with Hurricane team schedule.

### EMERGENCY PREPAREDNESS PLAN PAGE 1 of 4



When a Hurricane Watch has been called, hurricane conditions are possible within 36 hours. All departments should complete the procurement of their necessary supplies as well as resolve any problems that will interfere with the hurricane plan. The Operations Director will coordinate a meeting with all Department Directors and Staff to make the final preparations for hurricane/tropical storm. A list of important contact phone numbers will be available at the Dispatch Center

### **Phase III:**

A Hurricane Warning is issued when hurricane conditions are within 24 hours. **Hurricane Post kits, see attachment in page for a list of items, will be distributed by Road Patrol Supervisors.** FPI personnel should secure their Post and the Dispatch Center: request any needed supplies, check emergency equipment, print employee contact lists and print the Security Officer schedule every hour, and work together as a team to coordinate transfers and discharges.

At least one Director or his Designee will be at the Dispatch Center

### **EMPLOYEE RESPONSIBILITIES AND INFORMATION:**

- **RESPONSIBILITIES**

Employees at the Dispatch Center or at their assigned Post will report in as usual, via the computerized employee attendance system. In the event that this system fails, Security Officers on post should call the Dispatch Center at 1-800-374-4316 or 305-827-4300 to report their clock in / clock out times and their hourly check in.

Employees who are unable to be at their assigned Post during the storm are to call the Dispatch Center as soon as the hurricane is deemed over by the Broward Emergency Management Center or Miami-Dade Emergency Operations Center, whichever is appropriate. With the call, the employee is to let the Dispatcher know if he/she is available for duty. If the telephone system is down, the employee should report to the Dispatch Center to determine if his/her services are needed. In the likelihood of the disruption of telephone services, employees are expected to listen to radio or television announcements by civil authorities (e.g., County Manager or Emergency Management representatives) advising of post hurricane emergency needs, cautions, and requests for assistance as well as clearance to report back to work.

If an employee is scheduled to work and arrived at their assigned post before the beginning hour of their shift, the employee must report to their respective Supervisor. When an employee has completed their shift, they are to report back to their Supervisor. If there are no further assignments, they should remain there until reassigned.

- **INFORMATION**

Employees who are required to work before, during and/or after a hurricane should be advised of the following:

1. Plan to arrive at their assigned Post before high winds pose a risk.

## EMERGENCY PREPAREDNESS PLAN

PAGE 2 of 4



2. Dress in the Uniform of the Day for their assigned post. Security Officer's working over 12 hours, may wear a Security t-shirt as assigned by their Supervisor.
  3. Employee's should bring all necessary toiletry and clean uniform items with them for 48 hours.
  4. Employees should bring water and food with them. Supplies will be provided by FPI, but arrival of supplies will be dictated by wind speed and road conditions.
  5. Employees, who are required to work, must report to their respective Supervisor.
- COMMUNICATION

Contract Coordinators and Supervisors will be responsible for communicating individual Post's needs to the Dispatch Center. The same communications protocols that are followed on a daily basis will also be followed during disaster.

### **PROVISION, STORAGE AND UTILIZATION OF KEY SERVICES DURING HURRICANE**

#### **ADDITIONAL SUPPLIES:**

FPI will attempt to provide food and water to available posts. Employees should strive to be self sufficient, and request any additional supplies before the storm arrives. Supply requests should be made with the Dispatch Center and relayed to the Road Supervisors, via telephone, through e-mail, or text message.

#### **Dispatch Center Safety & Safety/Emergency Power**

All interior locations are secure for hurricane preparedness.

- **Grounds / Roof Areas:** Once Hurricane Watch has been established, Operations Department will be responsible for policing all grounds and roof. Landscaping contractor will be called to trim trees. All dumpsters will be emptied by contractors.
- **Generators:** At Hurricane Watch, generators will be tested, the Dispatch Center is equipped with back-up emergency generated power. There is one generator that services the Dispatch Center and Administrative Offices. Alternate emergency power sources are available via contractor. Operations Department will assure that three (3) feet of sand bags protect generators for the Dispatch Center
- **Gasoline:** The Dispatch Center has gas tank capacity for generators of 500 gallons. This assures sufficient fuel for five (5) days. Operations will assure that all tanks are filled when a Hurricane Watch has been posted.

### **Hurricane Post Supply Kits EMERGENCY PREPAREDNESS PLAN PAGE 3 of 4**

**Typical Post Kit:**

- 3 Flash Lights D-Size Batteries(Hand Held)
- Spare D-Batteries
- 4 Spare Bulbs
- 10 Rolls 2" masking tape
- 4 Rolls of duct tape
- Fluorescent light sticks
- 1 Box of 30 Gallon Contractor Trash Bags
- First Aid Kit

**FPI SECURITY SERVICES****POLICY AND PROCEDURES**

**SUBJECT: Emergency Preparedness Plan, e.g. Hurricane, Civil Unrest or Disorder  
(Security Personnel Responsibilities)**

**Post: All, Including Dispatch Center and Administrative Offices**  
**Approved By: Alexander Perez, President, & CEO**

**Purpose:**

To provide plans of action in the event of a weapons of mass destruction incident and or any localized incident.

In the event of weapons of mass destruction incident and or any localized incident occurring within the immediate area of the Dispatch Center or Contracted Property, Security personnel and Local Police Officers present will respond to a designated command post where the situation will be assessed. If any further assistance is needed from Police and Fire departments, that will be requested by the Police Officer(s) if a partial or full evacuation of any Contracted Property is needed, the Security department and the extra duty Police Officer will take direction from the Administration in charge/ Incident Commander.

In the event of a weapon of mass destruction incident or any other catastrophic incident, the Fire / Police Departments will instruct Security personnel as to their duties.

**EMERGENCY PREPAREDNESS PLAN**  
**PAGE 4 of 4**

PRIVATE INVESTIGATIVE AGENCY  
A 0001701

FLORIDA PATROL INVESTIGATORS, INC. D/B/A FPI SECURITY SERVICES  
Toll-Free 1-800-374-4316 • Phone: 954-370-5300 • Fax: 305-826-7741

SECURITY AGENCY  
B 0001169

### Bid #425-10963 - Security Guard Services, PBS

Creation Date **Mar 2, 2012**

End Date **Apr 3, 2012 2:00:00 PM EDT**

Start Date **Mar 12, 2012 11:41:16 AM EDT**

Awarded Date **Jun 6, 2012**

425-10963-01-01 Security Guard Services, PBS					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Regions Security Services, Inc.	First Offer - \$221,051.60	1 / each	\$221,051.60		
<b>Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
Blue shield security and protection inc	First Offer - \$223,087.50	1 / each	\$223,087.50		
<b>Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
American Guard Services, Inc.	First Offer - \$234,590.70	1 / each	\$234,590.70		
<b>Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
Vets Securing America [Ad]	First Offer - \$238,329.48	1 / each	\$238,329.48		
<b>Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
SMI SECURITY MANAGEMENT INC	First Offer - \$238,413.25	1 / each	\$238,413.25		
<b>Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
Florida Patrol Investigators, Inc. ★	First Offer - \$258,295.80	1 / each	\$258,295.80		
<b>Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
Diamond Security Services	First Offer - \$264,264.44	1 / each	\$264,264.44		
<b>Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
Kemp Group International Corporation	First Offer - \$266,649.00	1 / each	\$266,649.00		
<b>Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
Professional Protection & Investigations	First Offer - \$268,886.00	1 / each	\$268,886.00		
<b>Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
DSI SECURITY SERVICES	First Offer - \$277,722.46	1 / each	\$277,722.46		
<b>Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
Florida Security Protection, Inc.	First Offer - \$281,761.60	1 / each	\$281,761.60		
<b>Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
Security Alliance LLC	First Offer - \$295,194.20	1 / each	\$295,194.20		
<b>Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
Weiser Security Services, Inc.	First Offer - \$307,777.96	1 / each	\$307,777.96		
<b>Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
G4S Secure Solutions USA	First Offer - \$319,759.10	1 / each	\$319,759.10		
<b>Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
L&R Security	First Offer - \$361,512.48	1 / each	\$361,512.48		
<b>Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		

CSI Corporation of DC	 First Offer - \$425,724.24	1 / each	\$425,724.24	
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<b>Product Code:</b>	<b>Supplier Product Code:</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>

**Supplier Totals**

<b>Regions Security Services, Inc.</b>		<b>\$221,051.60</b>
Bid Contact	<b>Carlos Rivero, Jr.</b> regionssecurity@gmail.com Ph 305-517-1266 Fax 305-517-1267	Address <b>7925 N.W. 12 Street, Suite 306</b> Doral, FL 33126
Qualifications	DBE	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>Blue shield security and protection inc</b>		<b>\$223,087.50</b>
Bid Contact	<b>andres inoa</b> cases212@yahoo.com Ph 972-620-7827	Address <b>12100 ford rd 265</b> dallas, TX 75234
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>American Guard Services, Inc.</b>		<b>\$234,590.70</b>
Bid Contact	<b>Nicole Ramage</b> nramage@americanguardservices.com Ph 310-645-6200 Fax 310-645-6233	Address <b>1299 E Artesia Blvd Ste 200</b> Carson, CA 90746
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>Vets Securing America [Ad]</b>		<b>\$238,329.48</b>
Bid Contact	<b>Jerry Gregory</b> anibal@vetssecuringamerica.com Ph 800-441-1808	Address <b>10100 reunion Place suite 120</b> San Antonio, TX 78216
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>SMI SECURITY MANAGEMENT INC</b>		<b>\$238,413.25</b>
Bid Contact	<b>Karina Aponte</b> kaponte@smisecurity.us Ph 305-406-2800	Address <b>2555 NW 102ND AVE SUITE 102</b> DORAL, FL 33172
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>Florida Patrol Investigators, Inc. ★</b>		<b>\$258,295.80</b>
Bid Contact	<b>Alexander Perez</b> alex@fpisecurity.com Ph 305-827-4300 Fax 305-826-7741	Address <b>1776 West 38th Place</b> Hialeah, FL 33012
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>Diamond Security Services</b>		<b>\$264,264.44</b>
Bid Contact	<b>John Jordan, III</b> johnjordaniiii@diamond-security.com Ph 708-754-9884 Fax 708-754-5155	Address <b>1651 S. Halsted Street</b> Chicago Heights, IL 60411
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>Kemp Group International Corporation</b>		<b>\$266,649.00</b>
Bid Contact	<b>Joe Faluade</b> kempgroupintl@aol.com Ph 954-437-7294 Fax 954-437-8952	Address <b>PO Box 471614</b> Miami, FL 33247
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>Professional Protection &amp; Investigations</b>		<b>\$268,886.00</b>
Bid Contact	<b>James Fernandez</b>	Address <b>6956 SW 47 Street</b>

<b>jfernandez@ppia.org</b>		<b>Miami, FL 33155</b>	
<b>Ph 305-822-0998</b>			
<b>Fax 305-822-0999</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	
<b>DSI SECURITY SERVICES</b>		<b>\$277,722.46</b>	
Bid Contact	<b>SCOTT ERVIN</b>	Address	<b>8249 NW 36TH ST</b>
	<b>dsi@graceba.net</b>		<b>MIAMI, FL 33166-6673</b>
	<b>Ph 305-470-0188</b>		
	<b>Fax 305-470-1241</b>		
Supplier Code	00010134		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	
<b>Florida Security Protection, Inc.</b>		<b>\$281,761.60</b>	
Bid Contact	<b>Djamila Zioui</b>	Address	<b>2525 Marina Bay Dr.</b>
	<b>flsecuritypro@hotmail.com</b>		<b>West, Ste. 203 E</b>
	<b>Ph 954-583-0725</b>		<b>Fort Lauderdale, FL 33312</b>
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	
<b>Security Alliance LLC</b>		<b>\$295,194.20</b>	
Bid Contact	<b>William Murphy</b>	Address	<b>8323 NW 12 Street</b>
	<b>billm@securityalliancegroup.com</b>		<b>Suite 218</b>
	<b>Ph 305-670-6544</b>		<b>Doral, FL 33126</b>
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	
<b>Weiser Security Services, Inc.</b>		<b>\$307,777.96</b>	
Bid Contact	<b>Carol Schmitz</b>	Address	<b>1900 Canal Street, Suite 200</b>
	<b>carols@weisersecurity.com</b>		<b>New Orleans, LA 77356</b>
	<b>Ph 936-449-4454</b>		
	<b>Fax 936-597-5819</b>		
Supplier Code	00004398		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	
<b>G4S Secure Solutions USA</b>		<b>\$319,759.10</b>	
Bid Contact	<b>Michael Boss</b>	Address	<b>6499 Powerline Road</b>
	<b>michael.boss@usa.g4s.com</b>		<b>Suite 300</b>
	<b>Ph 954-771-5006</b>		<b>Fort Lauderdale, FL 33309</b>
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	
<b>CSI Corporation of DC</b>		<b>\$425,724.24</b>	
Bid Contact	<b>Andre Carrington</b>	Address	<b>7838 eastern Avenue</b>
	<b>acarrington@csicorpdc.com</b>		<b>Suite D</b>
	<b>Ph 202-393-1100</b>		<b>Washington, DC 20012</b>
	<b>Fax 301-650-4114</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	
<b>L&amp;R Security</b>		<b>\$361,512.48</b>	
Bid Contact	<b>george beasley</b>	Address	<b>4764 w commercial blvd</b>
	<b>george.beasley@esiguards.com</b>		<b>tamarac, FL 33319</b>
	<b>Ph 954-731-5161</b>		
	<b>Fax 954-485-2485</b>		
Supplier Code	00012049		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	

\*\* All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.



**CITY OF FORT LAUDERDALE  
RFP EVALUATION COMMITTEE TABULATION**

**RFP / TITLE 425-10963 Security Guard Services, PBS  
DATE: 4/27/2012**

VENDORS	AVERAGE RANKING	FINAL RANKING	TOTAL COST
Florida Patrol Investigators, Inc.	12	4.00	\$258,295.80
SMI Security Management, Inc.	17.2	5.73	\$238,413.25
Security Alliance, LLC	18.9	6.30	\$295,194.20
Navarro Security Group, Inc.	19.4	6.47	\$252,623.36
Diamond Security Services	20.5	6.83	\$264,264.44
Vets Securing America, Inc.	23.1	7.70	\$238,329.48
Regions Security Services, Inc.	23.5	7.83	\$221,051.60
Weiser Security Services, Inc.	27.4	9.13	\$307,777.96
L&R Security Services, Inc.	27.4	9.13	\$361,512.48
American Guard Services, Inc.	28.3	9.43	\$234,590.70
G4S Secure Solutions (USA), Inc.	28.6	9.53	\$319,759.10
Blue Shields Security & Protection, Inc.	32.2	10.73	\$223,087.50
CSI Corporation of DC	33.3	11.10	\$425,724.24
Kemp Security	35	11.67	\$266,649.00
Professional Protection & Investigations Agency, Inc	35.6	11.87	\$268,886.00
DSI / Dothan Security Services	38	12.67	\$277,722.46
Florida Security & Protection, Inc.	43	14.30	\$281,761.60

Public Works	Building	Mizell
\$ 185,405.40	\$36,445.20	\$ 36,445.20
\$ 170,768.75	\$33,822.25	\$ 33,822.25
\$ 220,095.00	\$37,549.60	\$ 37,549.60
\$ 186,359.36	\$33,132.00	\$ 33,132.00
\$ 195,129.00	\$34,567.72	\$ 34,567.72
\$ 172,396.80	\$32,966.34	\$ 32,966.34
\$ 157,548.60	\$31,751.50	\$ 31,751.50
\$ 231,132.60	\$38,322.68	\$ 38,322.68
\$ 280,670.40	\$40,421.04	\$ 40,421.04
\$ 168,060.60	\$33,270.05	\$ 33,270.05
\$ 233,892.00	\$42,933.55	\$ 42,933.55
\$ 160,965.00	\$31,061.25	\$ 31,061.25
\$ 319,039.20	\$53,342.52	\$ 53,342.52
\$ 200,385.00	\$33,132.00	\$ 33,132.00
\$ 197,100.00	\$35,893.00	\$ 35,893.00
\$ 208,531.80	\$34,595.33	\$ 34,595.33
\$ 212,736.60	\$34,512.50	\$ 34,512.50

PROPOSER:	Regions Security Services, Inc.					
EVALUATION CRITERIA	WEIGHTED FACTOR	Cuba MEMBER #1	Johnson MEMBER #2	Teich MEMBER #3	Total all Rankings	Average Ranking
Understanding overall needs	0.3	3.3	2.1	3.6	9	3.00
Experience	0.4	4	5.2	4.4	13.6	4.53
Cost to the City	0.3	0.3	0.3	0.3	0.9	0.30
<b>TOTAL POINTS</b>		<b>7.6</b>	<b>7.6</b>	<b>8.3</b>	<b>23.5</b>	<b>7.83</b>

PROPOSER:	Blue Shields Security & Protection, Inc.					
EVALUATION CRITERIA	WEIGHTED FACTOR	Cuba MEMBER #1	Johnson MEMBER #2	Teich MEMBER #3	Total all Rankings	Average Ranking
Understanding overall needs	0.3	5.1	3.3	4.8	13.2	4.40
Experience	0.4	5.2	6	6	17.2	5.73
Cost to the City	0.3	0.6	0.6	0.6	1.8	0.60
<b>TOTAL POINTS</b>		<b>10.9</b>	<b>9.9</b>	<b>11.4</b>	<b>32.2</b>	<b>10.73</b>

PROPOSER:	American Guard Services, Inc.					
EVALUATION CRITERIA	WEIGHTED FACTOR	Cuba MEMBER #1	Johnson MEMBER #2	Teich MEMBER #3	Total all Rankings	Average Ranking
Understanding overall needs	0.3	3.6	4.5	3.9	12	4.00
Experience	0.4	4.4	4	5.2	13.6	4.53
Cost to the City	0.3	0.9	0.9	0.9	2.7	0.90
<b>TOTAL POINTS</b>		<b>8.9</b>	<b>9.4</b>	<b>10</b>	<b>28.3</b>	<b>9.43</b>

<b>PROPOSER:</b>		<b>Vets Securing America, Inc.</b>				
	WEIGHTED	Cuba	Johnson	Teich	Total all	Average
EVALUATION CRITERIA	FACTOR	MEMBER #1	MEMBER #2	MEMBER #3	Rankings	Ranking
Understanding overall needs	0.3	4.2	3.6	2.1	9.9	3.30
Experience	0.4	4.8	2.8	2	9.6	3.20
Cost to the City	0.3	1.2	1.2	1.2	3.6	1.20

<b>TOTAL POINTS</b>	<b>10.2</b>	<b>7.6</b>	<b>5.3</b>	<b>23.1</b>	<b>7.70</b>
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<b>PROPOSER:</b>		<b>SMI Security Management, Inc.</b>				
	WEIGHTED	Cuba	Johnson	Teich	Total all	Average
EVALUATION CRITERIA	FACTOR	MEMBER #1	MEMBER #2	MEMBER #3	Rankings	Ranking
Understanding overall needs	0.3	0.9	1.2	0.6	2.7	0.90
Experience	0.4	3.6	3.6	2.8	10	3.33
Cost to the City	0.3	1.5	1.5	1.5	4.5	1.50

<b>TOTAL POINTS</b>	<b>6</b>	<b>6.3</b>	<b>4.9</b>	<b>17.2</b>	<b>5.73</b>
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<b>PROPOSER:</b>		<b>Navarro Security Group, Inc.</b>				
	WEIGHTED	Cuba	Johnson	Teich	Total all	Average
EVALUATION CRITERIA	FACTOR	MEMBER #1	MEMBER #2	MEMBER #3	Rankings	Ranking
Understanding overall needs	0.3	1.5	1.5	1.8	4.8	1.60
Experience	0.4	2.8	3.2	3.2	9.2	3.07
Cost to the City	0.3	1.8	1.8	1.8	5.4	1.80

<b>TOTAL POINTS</b>	<b>6.1</b>	<b>6.5</b>	<b>6.8</b>	<b>19.4</b>	<b>6.47</b>
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<b>PROPOSER:</b>		<b>Florida Patrol Investigators, Inc.</b>				
	WEIGHTED	Cuba	Johnson	Teich	Total all	Average
EVALUATION CRITERIA	FACTOR	MEMBER #1	MEMBER #2	MEMBER #3	Rankings	Ranking
Understanding overall needs	0.3	0.3	0.3	0.3	0.9	0.30
Experience	0.4	2	1.6	1.2	4.8	1.60
Cost to the City	0.3	2.1	2.1	2.1	6.3	2.10

<b>TOTAL POINTS</b>	<b>4.4</b>	<b>4</b>	<b>3.6</b>	<b>12</b>	<b>4.00</b>
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<b>PROPOSER:</b>		<b>Diamond Security Services</b>				
	WEIGHTED	Cuba	Johnson	Teich	Total all	Average
EVALUATION CRITERIA	FACTOR	MEMBER #1	MEMBER #2	MEMBER #3	Rankings	Ranking
Understanding overall needs	0.3	3	3.9	2.4	9.3	3.10
Experience	0.4	1.2	2.4	0.4	4	1.33
Cost to the City	0.3	2.4	2.4	2.4	7.2	2.40

<b>TOTAL POINTS</b>	<b>6.6</b>	<b>8.7</b>	<b>5.2</b>	<b>20.5</b>	<b>6.83</b>
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<b>PROPOSER:</b>		<b>Kemp Security</b>				
	WEIGHTED	Cuba	Johnson	Teich	Total all	Average
EVALUATION CRITERIA	FACTOR	MEMBER #1	MEMBER #2	MEMBER #3	Rankings	Ranking
Understanding overall needs	0.3	2.4	4.8	4.5	11.7	3.90
Experience	0.4	2.4	6.4	6.4	15.2	5.07
Cost to the City	0.3	2.7	2.7	2.7	8.1	2.70

<b>TOTAL POINTS</b>	<b>7.5</b>	<b>13.9</b>	<b>13.6</b>	<b>35</b>	<b>11.67</b>
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<b>PROPOSER:</b>		<b>Professional Protection &amp; Investigations .</b>				
	WEIGHTED	Cuba	Johnson	Teich	Total all	Average
EVALUATION CRITERIA	FACTOR	MEMBER #1	MEMBER #2	MEMBER #3	Rankings	Ranking
Understanding overall needs	0.3	1.8	4.2	4.2	10.2	3.40
Experience	0.4	6.4	4.4	5.6	16.4	5.47
Cost to the City	0.3	3	3	3	9	3.00

<b>TOTAL POINTS</b>	<b>11.2</b>	<b>11.6</b>	<b>12.8</b>	<b>35.6</b>	<b>11.87</b>
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<b>PROPOSER:</b>		<b>DSI / Dothan Security Services</b>				
	WEIGHTED	Cuba	Johnson	Teich	Total all	Average
EVALUATION CRITERIA	FACTOR	MEMBER #1	MEMBER #2	MEMBER #3	Rankings	Ranking
Understanding overall needs	0.3	4.5	5.1	3.3	12.9	4.30
Experience	0.4	5.6	4.8	4.8	15.2	5.07
Cost to the City	0.3	3.3	3.3	3.3	9.9	3.30
<b>TOTAL POINTS</b>		<b>13.4</b>	<b>13.2</b>	<b>11.4</b>	<b>38</b>	<b>12.67</b>

<b>PROPOSER:</b>		<b>Florida Security &amp; Protection, Inc.</b>				
	WEIGHTED	Cuba	Johnson	Teich	Total all	Average
EVALUATION CRITERIA	FACTOR	MEMBER #1	MEMBER #2	MEMBER #3	Rankings	Ranking
Understanding overall needs	0.3	4.8	2.7	5.1	12.6	4.20
Experience	0.4	6	6.8	6.8	19.6	6.53
Cost to the City	0.3	3.6	3.6	3.6	10.8	3.60
<b>TOTAL POINTS</b>		<b>14.4</b>	<b>13.1</b>	<b>15.5</b>	<b>43</b>	<b>14.30</b>

<b>PROPOSER:</b>		<b>Security Alliance, LLC</b>				
	WEIGHTED	Cuba	Johnson	Teich	Total all	Average
EVALUATION CRITERIA	FACTOR	MEMBER #1	MEMBER #2	MEMBER #3	Rankings	Ranking
Understanding overall needs	0.3	0.6	0.6	1.2	2.4	0.80
Experience	0.4	0.8	0.4	3.6	4.8	1.60
Cost to the City	0.3	3.9	3.9	3.9	11.7	3.90
<b>TOTAL POINTS</b>		<b>5.3</b>	<b>4.9</b>	<b>8.7</b>	<b>18.9</b>	<b>6.30</b>

<b>PROPOSER:</b>		<b>Weiser Security Services, Inc.</b>				
	WEIGHTED	Cuba	Johnson	Teich	Total all	Average
EVALUATION CRITERIA	FACTOR	MEMBER #1	MEMBER #2	MEMBER #3	Rankings	Ranking
Understanding overall needs	0.3	1.2	0.9	2.7	4.8	1.60
Experience	0.4	6.8	0.8	2.4	10	3.33
Cost to the City	0.3	4.2	4.2	4.2	12.6	4.20
<b>TOTAL POINTS</b>		<b>12.2</b>	<b>5.9</b>	<b>9.3</b>	<b>27.4</b>	<b>9.13</b>

<b>PROPOSER:</b>		<b>G4S Secure Solutions (USA), Inc.</b>				
	WEIGHTED	Cuba	Johnson	Teich	Total all	Average
EVALUATION CRITERIA	FACTOR	MEMBER #1	MEMBER #2	MEMBER #3	Rankings	Ranking
Understanding overall needs	0.3	3.9	1.8	3	8.7	2.90
Experience	0.4	1.6	1.2	3.6	6.4	2.13
Cost to the City	0.3	4.5	4.5	4.5	13.5	4.50
<b>TOTAL POINTS</b>		<b>10</b>	<b>7.5</b>	<b>11.1</b>	<b>28.6</b>	<b>9.53</b>

<b>PROPOSER:</b>		<b>L&amp;R Security Services, Inc.</b>				
	WEIGHTED	Cuba	Johnson	Teich	Total all	Average
EVALUATION CRITERIA	FACTOR	MEMBER #1	MEMBER #2	MEMBER #3	Rankings	Ranking
Understanding overall needs	0.3	2.1	3	1.5	6.6	2.20
Experience	0.4	0.4	2	4	6.4	2.13
Cost to the City	0.3	4.8	4.8	4.8	14.4	4.80
<b>TOTAL POINTS</b>		<b>7.3</b>	<b>9.8</b>	<b>10.3</b>	<b>27.4</b>	<b>9.13</b>

<b>PROPOSER:</b>		<b>CSI Corporation of DC</b>				
	WEIGHTED	Cuba	Johnson	Teich	Total all	Average
EVALUATION CRITERIA	FACTOR	MEMBER #1	MEMBER #2	MEMBER #3	Rankings	Ranking
Understanding overall needs	0.3	2.7	2.4	0.9	6	2.00
Experience	0.4	4.8	5.6	1.6	12	4.00
Cost to the City	0.3	5.1	5.1	5.1	15.3	5.10
<b>TOTAL POINTS</b>		<b>12.6</b>	<b>13.1</b>	<b>7.6</b>	<b>33.3</b>	<b>11.10</b>

## Question and Answers for Bid #163-11772 - Security Officer/Guard Services

### Overall Bid Questions

#### Question 1

Is there a minimum "Living Wage?"

Is there a Health Insurance coverage requirement? (Submitted: May 24, 2016 11:38:31 AM EDT)

#### Answer

- 1) No living wage requirements.
- 2) No health insurance coverage requirement other than to follow any state or local laws. (Answered: Jun 2, 2016 11:42:58 AM EDT)

#### Question 2

1.)Who is the current incumbent?

2.)When were they awarded the contract?

3.)Estimated usage (number of hours) of prior contract?

4.)What is the current bill rate?

5.)What was the previous bill rate at time of award?

6.) How often/how many times have you assessed liquidated damages, if applicable? (Submitted: May 24, 2016 4:58:13 PM EDT)

#### Answer

- 1) Florida Patrol Investigators, Inc.
- 2) August 14th, 2012
- 3) Fiveash hours: 8,760
- 4) Level C Roving/hr \$13.90 & Veh./hr \$0.21
- 5) No change in the bill rate since the start in 2012
- 6) None in the last 4 years. (Answered: Jun 2, 2016 11:42:58 AM EDT)

#### Question 3

Is the Security Officer C armed or unarmed but able to be armed at the City's request?

Is there 24 hour coverage on weekends? The SOW says that it is 24 hours Monday - Friday and roving on holidays.

What is the current type of tour system and is it owned by the City?

Is there a recharge area for electric cart or will the cart be required to be gas? (Submitted: May 25, 2016 9:49:48 AM EDT)

#### Answer

- 1) Level C - High Level is armed.
- 2) Guards are required 365 days a year 24 hours per day for a total of 8,760 hours per year. Guards are required Monday through Sunday including holidays. (addendum to follow)
- 3) Deggy Guard Solution and the current vendor owns the tour system not the City. Therefore you will need to bring a system that works for touring. (2.5 Scope of Services Required Services d))
- 4) Golf cart is electric and we have two plugs. Only one golf cart is needed. (Answered: Jun 2, 2016 11:42:58 AM EDT)

#### Question 4

Does this contract include weekend 24 hour coverage? The SOS states that the C Officer is required 24 hours Monday - Friday and holidays.

What is the current tour system and is it owned by the City?

What is the current surveillance equipment and is it owned by the City?

How much has the City billed additional hours annually?

Are all officers armed at this post? (Submitted: May 25, 2016 9:56:01 AM EDT)

#### Answer

- 1) See answer from Question #3 (addendum to follow)
- 2) See answer from Question #3
- 3) Pending response from department.
- 4) In the past four (4) years we have billed according to the contract. No additional hours.
- 5) Fiveash requires Level C armed officers. (Answered: Jun 2, 2016 11:42:58 AM EDT)
- 3) There are surveillance cameras throughout the property and will be utilized to monitor the property. Owned by City. (Answered: Jun 3, 2016 11:34:24 AM EDT)

#### Question 5

1. Please confirm that this ITB is for one (1) location (Fiveash)

2. Are the guards currently being used as Level A or B or C for this location.
3. Will the same level be requested for the new contract?
4. Being one location, is only one (1) golf cart needed?
5. Are there bathroom facilities available to this guard.
6. Is the City providing the requested duties (Post Orders) for this location? Are there to be specified times for both stationary and roving patrol?
7. Does the guard have a bathroom facility.
8. In the past 6 years have there been any incidents that required that City of Ft. Lauderdale Police were dispatched to the location(s)
9. To lower the costs, does the City have within their motor pool a golf cart that would be available to the guard at this location?
10. Can a visit to this location (Fiveash) be arranged? (Submitted: May 25, 2016 12:43:46 PM EDT)

**Answer**

- 1) Yes. One location is being awarded at this time for Fiveash.
- 2) Level C armed.
- 3) Yes. Level C - High Level armed.
- 4) Yes. Only one golf cart is needed.
- 5) Yes. Portable toilet. There is a contracted service that maintains it. Larger size for convenience.
- 6) Pending response from department.
- 7) Yes. See answer #5.
- 8) Approximately 5 times in the last 6 years and zero in the last 3 years. This is a secured compound, completely fenced in. It is also a refueling site for the City's Police Department vehicles and other City facility vehicles.
- 9) No.
- 10) No. (Answered: Jun 2, 2016 11:42:58 AM EDT)
- 6) Yes. Roving would be after 6 pm shift. Stationary would be 7pm to 3pm shift. (Answered: Jun 3, 2016 11:34:24 AM EDT)

**Question 6**

Please provide the math matrix (chart showing the Security Companies and the rates they offered) that was used in securing the current contract.

Please provide the previous scoring sheet(s) that tabulated the review results for the current contract placement.

(Submitted: May 25, 2016 12:50:34 PM EDT)

**Answer**

- Will upload documents. (Answered: Jun 2, 2016 11:42:58 AM EDT)

**Question 7**

Who is the current incumbent and when did they start?

Is there any weekend coverage or is this for Monday through Friday only totaling 120 hours per week?

Will this officer be armed for all 3 shifts per day?

Where will the officer keep the golf cart? Should it be gas or electric?

Will the officer remain on site for lunch/dinner?

What is the current tour system in place?

What is the current bill rate? Pay rate?

Is there a review scoring sheet from the last time contract was awarded and can you provide this?

Is there a math matrix available from previous contract awarded?

What will be the time for patrolling on foot versus golf cart?

Will there be a point in time to survey the property prior to potential start date? When is the exact start date for services needed?

Will there be a bathroom available for the security officers? (Submitted: May 31, 2016 12:22:51 PM EDT)

**Answer**

- 1) Florida Patrol Investigators, Inc. contract start date: 8/14/2012
- 2) See answer in Question #3. (addendum to follow)
- 3) Yes.
- 4) Near the guard house and the cart is electric with two outlets where it's parked.
- 5) Yes. Responsible for 24/7 coverage.
- 6) See Question #3
- 7) See Question #2
- 8) See Question #6
- 9) See Question #6
- 10) Most of it is on golf cart, unless they see something that requires attention and they will need to dismount and check on it. In addition, they will dismount to touch with the system in each location.
- 11) No survey of the property prior to award is scheduled due to the high risk area. The start date is expected on 9/2/2016.
- 12) See answer in Question #5 (Answered: Jun 2, 2016 11:42:58 AM EDT)

**Question 8**

- 1.) Present vendor(s)?
- 2.) Award date(s)?
- 3.) Hourly billing rates for each category at the time of award?
- 4.) Current Billing Rates?
- 5.) Bid tabulation from current award?
- 6.) What is the current budget for the contract?
- 7.) How much was spent (dollar value) on this service last year?
- 8.) How much is intended to be spent once the contract is awarded?
- 9.) How many Security Officers currently work under this contract?
- 10.) How many vendors will be awarded as a result of this solicitation? (Submitted: Jun 1, 2016 12:57:57 PM EDT)

**Answer**

- 1) See answer from Question #7
- 2) Award date is expected to be prior to 9/2/2016
- 3) See answer in Question #6
- 4) See answer in Question #2
- 5) See answer in Question #6
- 6) Next years budget has not been approved by City Commission. It will go before Commission approval in September 2016. The new budget will be effective 10/1/2016.
- 7) \$185,405
- 8) Unknown at this time.
- 9) 3 officers maintain the 24 hour shifts
- 10) One vendor for Fiveash. (Answered: Jun 2, 2016 11:42:58 AM EDT)

**Question 9**

#1 Number 5 Eligibility requires us to demonstrate we have successfully completed services as specified in the Technical Specifications. Is there a form to provide this information? if not how should we provide it?  
 #2 #41 Is the E-Verify Statement form part of the on-line submission and is it included with the on-line information to complete? (Submitted: Jun 1, 2016 2:24:59 PM EDT)

**Answer**

- 1) No form provided. You can submit documentation that shows you meet the qualifications.
- 2) Pending response. (Answered: Jun 2, 2016 11:42:58 AM EDT)
- 2) Not applicable. (Answered: Jun 3, 2016 11:34:24 AM EDT)

**163-11772--01.01 - Security Officer Level C****Question 1**

Is this to replace a current contract?  
 Please forward a copy of the current contract including any Addendums, change of hourly rate, etc.  
 Please forward to me the math matrix of those vendors that provided previous rates for this service.  
 Thank you (Submitted: May 24, 2016 11:25:24 AM EDT)

**Answer**

- 1) Yes.
- 2) See answer to Question #6
- 3) See answer to Question #6 (Answered: Jun 2, 2016 11:42:58 AM EDT)