#### AGREEMENT FOR SECURITY GUARD SERVICES

THIS AGREEMENT for Security Guard Services for the City of Fort Lauderdale ("Agreement"), made this 229 day of 2023, is by and between the City of Fort Lauderdale, a Florida municipality ("City"), whose address is 1 East Broward Boulevard, Fort Lauderdale, Florida 33301-1016, and Regions Security Services, Inc., a Florida corporation ("Contractor"), whose principal address is 1100 NW 72<sup>nd</sup> Avenue, Miami, Florida 33126, Email: <u>drodriguez@regionssecurity.us;</u> Phone: 305-517-1266, (collectively, "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Contractor agrees to provide to the City Security Guard Services (the "Work"), and 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) Solicitation Event No. 184 Security Guard Services for the City of Fort Lauderdale, including any and all exhibits and addenda prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").
- (2) The Contractor's response to the ITB, dated September 27, 2023 ("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, this Agreement dated December 29 2023 and any attachments.
- B. Second, Exhibit A.
- C. Third, 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.

CAM #24-0269 Exhibit 1 Page 1 of 135 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. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or his designee, and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has 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 term of this Agreement shall commence on December 5, 2023, and shall end on December 4, 2024. The City reserves the right to exercise options to renew the Agreement for three (3) additional one-year terms if additional time is required at no cost to the City for Contractor to complete the services. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon 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 proper 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. 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, as may be amended from time to time.

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. <u>Termination for Cause</u>

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. The Contractor may only terminate for untimely payment of a proper and approved pay application.

# D. <u>Termination for Convenience</u>

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement 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 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 Agreement 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 Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

# F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City,

and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required: Commercial

## General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured - Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

# Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

## Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2023). Any person or entity performing work for or on behalf of the City 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.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers'

compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, 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 certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale 1 East Broward Boulevard Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co- insurance penalty, selfinsured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self- insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory. Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

### 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 it is qualified to perform the Work, that Contractor and 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. <u>Rights in Documents and Work</u>

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 (2023), as may be amended or revised, 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 nondisclosure 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 Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

## 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 (2023), as may be amended or revised, 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 an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, 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 prior 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 the Contractor's performance and all interim and final product(s) provided to or on behalf of the City shall be comparable to the best local and national standards.

In the event the 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. Contractors' 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. <u>Schedule and Delays</u>

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. <u>Severance</u>

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 Section 768.28, Florida Statutes (2023), as may be amended or revised.

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

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED

> CAM #24-0269 Exhibit 1 Page 11 of 135

CAM 23-1029 Exhibit 3 Page 11 of 17 TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

## V. Attorney Fees

If City or Contractor incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs and reasonable attorney fees incurred during litigation.

## W. 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 City's Mayor and/or City Manager, as determined by the City Charter and Ordinances of the City of Fort Lauderdale, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

## X. 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.

### Y. 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.

## Z. <u>Representation of Authority</u>

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. <u>Uncontrollable Circumstances ("Force Majeure")</u>

CAM #24-0269 Exhibit 1 Page 12 of 135 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:

1. 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;

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

3. 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

4. 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. <u>Scrutinized Companies</u>

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement 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 (2023), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel.

## CC. <u>Public Records</u>

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: <u>PRRCONTRACT@FORTLAUDERDALE.GOV</u>. Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

# DD. <u>Non-Discrimination</u>

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2023), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

2. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").

3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

# EE. <u>E-Verify</u>

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

# [THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

CAM #24-0269 Exhibit 1 Page 15 of 135 IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

**<u>CITY</u>** 

ATTEST:



CITY OF FORT LAUDERDALE, a Florida municipality By: Greg Chavarria

Bate: 12/2

Approved as to Form and Correctness: Thomas Ansbro, City Attorney

By:

Rhonda Montoya Hasan Assistant City Attorney

CAM #24-0269 Exhibit 1 Page 16 of 135

#### CONTRACTOR

WITNESSES:

Print Name en Signature Jose Luis Print Name

Signature Lizuane

REGIONS SECURITY SERVICES, INC., a Florida corporation

By:

Carlos Rivero, Jr., Presiden

(CORPORATE SEAL)

STATE OF T-LOPIDA : COUNTY OF MIAMI-DADE :

The foregoing instrument was acknowledged before me by means of  $\square$  physical presence or  $\square$  online notarization, this day of  $\square$  ECEM Bab, 2023, by Carlos Rivero, Jr. as Preside ODRIGUE FGIONS SECURITY SERVICES, INC., a Florida corporation. The foregoing instrument was acknowledged before me by means of D physical

CAM #24-0269

Exhibit 1 Page 17 of 135

DAVID J. PODRIGUEZ-BAEZ

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





# Event # 184-0

Name: Security Guard Services

**Description:** The City of Fort Lauderdale, Florida is seeking qualified, experienced and licensed firm(s) to provide Security Guard Services for the City, in accordance with the terms, conditions, and specifications contained in this Invitation for Bid (IFB).

Contract term- One year with three one-year renewals.

Buyer: Mohammed, Stefan

Event Type: IFB

Status: Pending Award Currency: USD

Sealed Bid: Yes

Q & A Allowed: Yes

Respond To All Lines: Yes Number Of Amendments: 0

Display Bid Tabulation: Display When Event Closed For Bidding Or Canceled

# **Event Dates**

Preview:

**Open:** 09/22/2023 04:55:00 PM **Close:** 10/06/2023 02:00:00 PM Q & A Open: 09/22/2023 05:00:00 PM Q & A Close: 10/03/2023 05:00:00 PM Dispute Close:

Questions				
Question	Response Type	Attachment		
Did you Complete the attached required forms?	Yes No Text	Event 184- Security Guard Services Questions.pdf		
In order to be considered for award, you must meet the criteria required within the following questions:	Yes No Text			
<ol> <li>For Location #1 in Section 3.01 only- Must have experience providing high level security services for facilities such as, but not limited to, a water treatment facility, wastewater treatment facility, airport or seaport, and must be listed as one of the references.</li> <li>Must be in business for a minimum of 10 years.</li> <li>Must have provided Security Services for another Municipality or Governmental agency and listed as a reference.</li> </ol>				

Page 1

# Event # 184-0: Security Guard Services

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Name	Attachment		
1. General Conditions - Rev 08-2023.pdf	1. General Conditions - Rev 08-2023.pdf		
Event 184- Security Guard Services ITB.docx	Event 184- Security Guard Services ITB.pdf		

Contacts

Name

Email Address

Stefan Mohammed

SMohammed@fortlauderdale.gov

# **Commodity Codes**

Commodity Code

990-46

Description

Guard and Security Services

# **Line Details**

# Line 1: LEVEL A - BASE LEVEL WITH ROVING

**Description:** If the City wished to utilize this level of Security officer with roving at one of the specified facilities or comparable City facility, the hourly rate quoted would be utilized.

Item: LEVEL A - BASE LEVEL WITH ROVING LEVEL A - BASE LEVEL WITH ROVING

**Long Item** Hourly price must include cost of vehicle (Golf cart). **Description:** Level A roving detailed within the technical specifications section of the event.

Commodity 990-46 Guard and Security Services

Code:

Quantity: 1.0000

Unit of HR Measure:

Require Yes

Price Breaks No

Allow Alternate No

October 31, 2023 10:52:35 AM EDT

CAM #24-0269 Exhibit 1 Page 19 of 135 Page 2

CAM #23-1029 Exhibit 1 Page 2 of 51 **Response:** 

Allowed:

Responses:

Add On No Charges Allowed:

# Line 2: LEVEL B - MID LEVEL WITH ROVING

**Description:** If the City wished to utilize this level of Security officer with roving at one of the specified facilities or comparable City facility, the hourly rate quoted would be utilized.

Item: LEVEL B - MID LEVEL WITH ROVING LEVEL B - MID LEVEL WITH ROVING

**Long Item** Hourly price must include cost of vehicle (Golf cart). **Description:** Level B roving detailed within the technical specifications section of the event.

Commodity 990-46 Guard and Security Services Code:

Quantity: 1.0000

Unit of HR Measure:

Require Yes Response: Price Breaks No Allowed:

Allow Alternate No Responses:

Add On No Charges Allowed:

# Line 3: LEVEL C- HIGH LEVEL WITH ROVING

**Description:** LEVEL C- HIGH LEVEL ROVING- Hours calculated based on Security services 24/day X 365 days= 8760 hours per year at Fiveash Regional Water Treatment facility.

In addition, if the City wished to utilize this level of Security officer at one of the specified facilities or comparable facility, the hourly rate quoted will be utilized.

Item: LEVEL C- HIGH LEVEL WITH ROVING LEVEL C- HIGH LEVEL WITH ROVING

**Long Item** Hourly price must include cost of vehicle (Golf cart). **Description:** Level C roving detailed within the technical specifications section of the event.

Commodity 990-46 Guard and Security Services Code:

Quantity: 8,760.0000

Unit of HR Measure:

Require Yes Response: Price Breaks No Allowed: Allow Alternate No Responses:

October 31, 2023 10:52:35 AM EDT

CAM #24-0269 Exhibit 1 Page 20 of 135 CAM #23-1029 Exhibit 1

Page 3 of 51

Page 3

Add On No Charges Allowed:

# Line 4: LEVEL A- BASE LEVEL- NON ROVING

**Description:** If the City wished to utilize this level of Security officer at one of the specified facilities or comparable facility, the hourly rate quoted will be utilized.

Item: LEVEL A- BASE LEVEL- NON ROVING LEVEL A- BASE LEVEL- NON ROVING

Long Item LEVEL A- BASE LEVEL- NON ROVING

Description: Level A non- roving detailed within the technical specifications section of the event.

Unit of HR Measure:

Commodity 990-46 Guard and Security Services Code:

Quantity: 1.0000

Require Yes Response:

Price Breaks No Allowed: Allow Alternate No Responses:

Add On No Charges Allowed:

# Line 5: LEVEL B- MID LEVEL- NON ROVING

**Description:** LEVEL B- MID LEVEL NON-ROVING Hours calculated based on one full time guard per year stationed at the Department of Sustainable Development

In addition, if the City wished to utilize this level of Security officer at one of the specified facilities or comparable facility, the hourly rate quoted will be utilized.

Item: LEVEL B- MID LEVEL- NON ROVING LEVEL B- MID LEVEL -NON ROVING

Long Item LEVEL B- MID LEVEL NON-ROVING

Description: Level B non- roving detailed within the technical specifications section of the event.

Commodity 990-46 Guard and Security Services Code:

Quantity: 2,080.0000

Unit of HR Measure:

Require Yes Response:

> Add On No Charges Allowed:

Price Breaks No Allowed: Allow Alternate No Responses:

October 31, 2023 10:52:35 AM EDT

CAM #23-1029 Exhibit 1 Page 4 of 51 Page 4

CAM #24-0269 Exhibit 1 Page 21 of 135

# Line 6: LEVEL C- HIGH LEVEL- NON ROVING

Description: LEVEL C- High LEVEL NON-ROVING

Hours calculated based on one full time guard per year stationed at the Department of Sustainable Development, One full time guard stationed at One east Broward (replacement of City Hall) Temporarily.

In addition, if the City wished to utilize this level of Security officer at one of the specified facilities or comparable facility, the hourly rate quoted will be utilized.

Item: LEVEL C- HIGH LEVEL- NON ROVING LEVEL C- HIGH LEVEL- NON ROVING

Long Item LEVEL C- HIGH LEVEL- NON ROVING

Description: Level C non- roving detailed within the technical specifications section of the event.

Commodity 990-46 Guard and Security Services Code:

Quantity: 4,160.0000

Unit of HR Measure:

Require Yes Response: Price Breaks No Allowed: Allow Alternate No Responses:

Add On No Charges Allowed:

Page 5

## SECTION I – INTRODUCTION AND INFORMATION

## 1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide Security Guard Services for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

## 1.2 Point of Contact

For information concerning <u>procedures for responding to this solicitation</u>, contact Procurement Specialist, Stefan Mohammed at (954) 828-5351 or email at <u>Smohammed@fortlauderdale.gov</u>. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the <u>City's on-line strategic sourcing platform</u>. Questions of a material nature must be received prior to the cut-off date specified in the ITB schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Bidders 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 Bidder 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 the <u>City's on-line strategic sourcing platform</u> shall become part of any contract that is created from this ITB.

## 1.3 **Pre-bid Conference and/or Site Visit**

There will not be a pre-bid conference or site visit for this ITB.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. 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 Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

## 1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results, and issuing notification of an intended decision. There is no charge to register and download the ITB from the City's on-line strategic sourcing platform. Bidders are strongly encouraged to read the supplier tutorials available in the <u>City's on-line strategic sourcing platform</u> well in advance of their intention of submitting a bid to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Bidder's inability to submit a Bid by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA the <u>City's on-line strategic sourcing platform</u>.

### 1.5 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the <u>City's on-line strategic sourcing platform</u> at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

### END OF SECTION

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CAM #24-0269 Exhibit 1 Page 24 of 135 CAM #23-1029 Exhibit 1 Page 7 of 51

## SECTION II - SPECIAL TERMS AND CONDITIONS

#### 2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/22) are included and made a part of this ITB.

### 2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by the <u>City's on-line strategic sourcing platform</u> and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

#### 2.3 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

#### 2.4 Bidder's Costs

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

### 2.5 Pricing/Delivery

Bidder shall quote a firm, fixed price for all services stated in the ITB. All costs including travel shall be included in your cost. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

### 2.6 Price Validity

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. 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.

#### 2.7 Invoices/Payment

Payment terms 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, in accordance with the Florida Local Government Prompt Payment Act. Bidder may offer cash discounts for prompt payment, but they will not be considered in determination of award.

#### 2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your bid. The City will not accept any additional costs.

#### 2.9 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 with the ability of the city of payment or take with the ability to accept credit card payment or take with the ability of the city of payment or take with the ability to accept credit card payment or take with the ability of the city of payment or take with the ability of the city of payment or take with the ability of the city of payment or take with the ability of the city of payment or take with the payment of the city of the city of payment or take with the payment of the city of payment or take with the payment of the city of payment or take with the payment of the city of payment or take with the payment of the city of payment or take with the payment of the city of payment or take with the payment of the city of payment or take with the payment of the city of payment or take with the payment of the city of payment or take with the payment of the city of payment or take with the payment of the city of payment or take with the payment of take wi

steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

#### 2.10 Mistakes

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

### 2.11 Acceptance of Bids / Minor Irregularities

- 2.11.1 The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.
- **2.11.2** The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

#### 2.12 Modification of Services

- **2.12.1** While this contract is for services provided to the department referenced in this ITB, the City may require similar work for other City departments. Successful Bidder agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Bidder.
- **2.12.2** The City reserves the right to delete any portion of the work 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 and approved by the City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.
- **2.12.3** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. 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 Successful Bidder thirty (30) days written notice.
- 2.12.4 If the Successful Bidder 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 Successful Bidder will submit a revised budget to the City for approval prior to proceeding with the work.

### 2.13 Non-Exclusive Contract

Bidder 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.

#### 2.14 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:

https://www.fortlauderdale.gov/home/showdocument?id=1212

### 2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

### 2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

### 2.17 Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Bidder 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 Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

And

- **2.17.1** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
- **2.17.2** Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

### 2.18 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-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 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 <a href="http://www.fortlauderdale.gov/home/showdocument?id=6036">http://www.fortlauderdale.gov/home/showdocument?id=6036</a>.

### 2.19 Local Business Preference

- **2.19.1** Section 2-186, Code of Ordinances of the City of Fort Lauderdale, 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:
- **2.19.2** 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.
- **2.19.3** Failure to comply at time of Bid submittal shall result in the Bidder being found ineligible for the local business preference.

**2.19.4** The complete local business preference ordinance may be found on the City's web site at the following link:

## https://library.municode.com/fl/fort\_lauderdale/codes/code\_of\_ordinances?nodeld=COOR CH2AD\_ARTVFI\_DIV2PR\_S2-186LOBUPR

## 2.19.5 Definitions

- a. The term "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, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- **b.** The term "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, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- **c.** The term "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, staffed with full-time employees within the limits of Broward County.
- **d.** The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

## 2.20 Disadvantaged Business Enterprise Preference

- 2.20.1 Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a Bidder must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid/Proposal submittal:
- **2.20.2** Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:
  - a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status 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 the Tri- 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.
- **2.20.3** Failure to comply at time of Bid/Proposal submittal shall result in the Bidder being found ineligible for the Disadvantaged Business Enterprise Preference business preference.
- 2.20.4 The complete disadvantaged business preference ordinance may be found on the City's web site at the following link: <u>https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883</u>

### 2.20.5 Definitions

a. The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort CAM #23-1029

Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.

- **b.** The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- c. The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "Disadvantaged Class 4 Enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

### 2.21 Protest Procedure

- 2.21.1 Any 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 follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link. <u>https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award</u>
- 2.21.2 The complete protest ordinance may be found on the city's web site at the following link: <u>https://library.municode.com/fl/fort\_lauderdale/codes/code\_of\_ordinances?nodeld=COOR</u> <u>CH2AD\_ARTVFI\_DIV2PR\_S2-182DIREPRAWINAW</u>

### 2.22 Public Entity Crimes

Bidder, by submitting a bid, certifies that neither the Bidder nor any of the Bidder's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

### 2.23 Subcontractors

- 2.23.1 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/proposal 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.
- 2.23.2 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 and all of Contractor's subcontractors' acts and omissions.

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.

- **2.23.3** Contractor shall require all its subcontractors to provide the required insurance 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.
- 2.24 Bid Security N/A

#### 2.25 Payment and Performance Bond – N/A

#### 2.26 Insurance Requirements

- **2.26.1** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.
- **2.26.2** The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.
- 2.26.3 The following insurance policies and coverages are required:

### **Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

### **Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

#### Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

#### 2.26.4 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- **b.** The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, 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 certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claimsmade or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- **g.** The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- **h.** The title of the Agreement, Bid/Proposal/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

**2.26.5** The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

- **2.26.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- **2.26.7** The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.
- **2.26.8** Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.
- 2.26.9 All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- **2.26.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- **2.26.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

#### 2.27 Insurance – Sub-Contractors

Contractor shall require all 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.

### 2.28 Insurance for Collection of Credit Card Payments – N/A

#### 2.29 Award of Contract

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

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.

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Bidder(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Bidder, at the sole and absolute discretion of the in the City.

#### 2.30 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.

#### 2.31 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and maintenance work zones when working on or near a construction and

It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

#### 2.32 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:

- **2.32.1** 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;
- **2.32.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- **2.32.3** 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
- 2.32.4 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.

#### 2.33 Canadian Companies

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. All monetary amounts set forth in this Contract are in United States dollars.

#### 2.34 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.

#### 2.35 Approved Equal or Alternative Product Bids – N/A

#### 2.36 Contract Period

The initial contract term shall commence upon final execution of the contract by the City and shall expire one year 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 three, 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 270 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.

escalator)- Prices offered shall be firm and fixed price for the initial contract term of one year. The City, at its sole discretion, may conduct industry or market research to determine whether economic/market conditions support an increase or decrease price adjustment during the renewal term of the contract. Such adjustment, as determined by the City, shall be based on the latest yearly percentage increase or decrease in the All-Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%). The yearly increase or decrease in the CPI shall be the 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. The City's designated Senior Procurement Specialist/Procurement Specialist will fully document its economic/market analysis to support its recommendation to make a price adjustment upward or downward to the contract. The Chief Procurement Officer may, after reviewing the recommendation, refuse to accept the adjusted costs if they are excessive, or if decreases are considered insufficient.

The City's price adjustment determination will be communicated to the supplier at least ninety (90) days prior to the contract anniversary date of contract renewal. If said communication is not received by the supplier by the above stated timeframe, it shall be construed that no price adjustment will occur during the renewal period. Any approved cost adjustments shall become effective on the beginning date of the approved contract renewal period.

### 2.38 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 contact, 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).

### 2.39 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.

### 2.40 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	
provisi	ons under the contact.	
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.

### 2.41 Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the 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.

### 2.42 Ownership of Work – N/A

## 2.43 Condition of Trade-In Equipment – N/A

## 2.44 Conditions of Trade-In Shipment and Purchase Payment – N/A

## 2.45 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is 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 must be completed and submitted with Bidder's response to this ITB.

### 2.46 Service Organization Controls

The Contactor should provide a current SSAE 18, SOC 2, Type I report with their bid. Awarded Contractor will be required to provide an SSAE 18, SOC 2, Type II report annually during the term of this contract. If the Contractor cannot provide the SSAE 18, SOC 2, Type I report at time of bid submittal, a current SOC 3 report will be accepted.

### 2.47 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.

### 2.48 Rules and Submittals of Bids

The signer of the bid must declare that the only person(s), company or parties interested in the bid 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.

### 2.49 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: <u>https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award</u>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <u>https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/bid-results</u>, or any interested party may call the Procurement Services Division at 954-828-5933.

### 2.50 Public Records

All bids will become the property of the City. The Bidder's response to the ITB 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 Exhibit LTB

and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, 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 Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder 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 Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder 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. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

# IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT <u>PRRCONTRACT@FORTLAUDERDALE.GOV</u>, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

- 1. Keep and maintain public records required by the City in order to perform the service.
- 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
- 4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

### 2.51 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon CAM#23-1029
request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

#### END OF SECTION

CAM #24-0269 Exhibit 1 Page 37 of 135 CAM #23-1029 Exhibit 1 Page 20 of 51

#### SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

- **3.01** 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:
  - Public Works Fiveash Regional Water Treatment Plant compound. 949 NW 38<sup>th</sup> street, Fort Lauderdale (see item#1 under Section 3.02).
  - 2. Development Services Department Building Services Center, 700 NW 19<sup>th</sup> Ave, Fort Lauderdale
  - Temporary City Hall (One East Broward Blvd)
     1 E Broward Blvd, Fort Lauderdale

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 deportment, 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.

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

\*\* Prospective bidders must have the following requirements to be considered for an award:

- 1) For Location #1 in Section 3.01 only- Must have experience providing high level security services for facilities such as, but not limited to, a water treatment facility, wastewater treatment facility, airport or seaport, etc.
- 2) Must be in business for a minimum of 10 years.
- 3) Must have provided Security Services for another Municipality or Governmental agency and listed as a reference.

In addition:

- 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 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 a 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 manage#2andza

Exhibit 1 Page 21 of 51 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.

#### 3.03 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, Band 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 above listed locations.

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.

GUARDS ARE TO BE CATOGORIZED AS FOLLOWS:

#### 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 enough to permit full communication, particularly in times of stress.
- d. Have a valid driver's license.
- e. Evidence having served more than one 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.
- 1. 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.
- J. The City will not consider anyone with dishonorable discharges from the military or any history of moral turpitude.
- k. Successfully completed training programs on basic security techniques, investigations, report writing, patrolling tactics, public relations, safety, proper use of telephones and radio, and sight 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.

#### Primary Responsibilities:

- a. Security Officer duties are aimed at prevention of crime.
- b. To make his or herself clearly visible.
- c. Protect City's property and staff by maintaining a safe and secure environment.
- d. Answer alarms and investigate disturbances.
- e. 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.
- f. Observe for signs of crime or disorder and investigate.
- g. Act lawfully in direct defense of life or property.
- h. 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 these criteria.

#### Primary Responsibilities:

Meet all the requirements of Level A and:

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

- a. Binocular vision, which is correctable to 20/20 vision.
- b. Where corrective eyeglasses are required, they shall be of the safety glass type.
- 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. Freedom from medical history or medical diagnosis of epilepsy or diabetes, unless controlled with proper medication.
- h. Free from any physical or emotional disorder, or any hindrance that may inhibit or preclude
  - meeting the professional standards required by the contract.
- i. 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.

#### 3.04 SCOPE OF SERVICES REQUIRED SERVICES

#### The scope of services at FiveAsh Compound

- a. An armed LEVEL C Security Officer will monitor the Public Works Fiveash Regional Water Treatment Compound on a 24-hour basis, 7 days per week using a roving golf cart and foot patrol services. This compound is critical to public safety because it contains a freshwater treatment facility, a gasoline dispensing station, and the administration offices for the Public Works Utilities Division.
- 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:

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. 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.

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. 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.

From 11 PM until 7 AM daily, Monday thru Sunday, 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.

CAM #24-0269 Exhibit 1 Page 42 of 135 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.

#### The Scope of Services for Building Services

Two (2) full time guards, each estimated at 2080 hours annually, 4160 total estimated hours:

Guards will work a shift of 7.30am to 4.30 pm Monday thru Friday. In the event of a regularly scheduled guard's absence, the department shall be immediately notified of a replacement. The temporary guard shall be trained to perform all necessary duties and will be required to complete the responsibilities as noted below.

#### LEVEL B - MID LEVEL (1)

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 these criteria.
- 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) Complete and submit daily timesheets and reports of activities and irregularities, such as equipment or property damage, theft, presence of unauthorized persons, or unusual occurrences.
- g) Utilize detecting devices to screen individuals and prevent passage of prohibited articles into restricted areas.
- h) Alert in order to respond quickly and correctly during crisis.
- i) All Contractor personnel must have knowledge and abide by the American Disabilities Act (ADA) when handling service animals or patrons with disabilities.

LEVEL C - HIGH LEVEL (1)

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).
- d) Must have knowledge and abide by the American Disabilities Act (ADA) when handling service animals or patrons with disabilities.

Scope of Services for Temporary City Hall (One East Broward) requires an armed LEVEL C Security full time officer.

Estimated at 2080 hours annually (8 hours a day, Monday – Friday, 52 weeks per year).

a. 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<sup>029</sup> CAM #24-0269 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.

- b. 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.
- c. 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.
- d. 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.

#### 3.05 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 always maintained. 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 the transfer of the tra

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.

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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.

#### 3.06 ADDITIONAL SCOPE OF SERVICES

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

#### 3.07 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.

#### 3.08 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.

END OF SECTION

CAM #24-0269 Exhibit 1 Page 46 of 135

#### **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.

Authorized Signature

Title

Name (Printed)

Date

CAM #24-0269 Exhibit 1 Page 47 of 135

#### CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Authorized Signature

Print Name and Title

Date

#### **CONTRACT 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 credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

\_\_\_\_ MasterCard

\_\_\_\_ Visa

**Company Name** 

Name (Printed)

Signature

Title

Date

#### 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:

https://library.municode.com/fl/fort\_lauderdale/codes/code\_of\_ordinances?nodeld=COOR\_CH2 AD\_ARTVFI\_DIV2PR\_S2-186LOBUPR

**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:

- 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.
- 2. 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.
- 3. 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.
- 4. Class D Business shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

#### LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1)		is a <b>Class A</b> Business as der No. C-17-26, Sec.2-186. A c year Business Tax Receipt <u>a</u> and evidence of their addres days of a formal request by th	copy of the City of Fort Lauc and a complete list of full-ti sses shall be provided with	derdale current me employees
	Business Name			
(2)		is a <b>Class B</b> Business as Ordinance No. C-17-26, Sec. <u>or</u> a complete list of full-time e shall be provided within 10 ca	2-186. A copy of the Busine employees and evidence of t	ss Tax Receipt heir addresses
	Business Name	-		
(3)		is a <b>Class C</b> Business as Ordinance No. C-17-26, Se Business Tax Receipt shall formal request by the City.	c.2-186. A copy of the B	roward County
	Business Name			
(4)		requests a <b>Conditional Clas</b> Fort Lauderdale Ordinance N of intent shall be provided w by the City.	lo. C-17-26, Sec.2-186. Writ	ten certification
	Business Name	_ by the only.		
(5)		requests a <b>Conditional Clas</b> Fort Lauderdale Ordinance N of intent shall be provided w by the City.	lo. C-17-26, Sec.2-186. Writ	ten certification
	Business Name			
(6)		is considered a <b>Class D</b> Busir Ordinance No. C-17-26, Se Preference consideration.		
	Business Name	-		
BIDDE	R'S COMPANY:			
AUTHO	DRIZED COMPANY PERSON:	PRINT NAME	SIGNATURE	DATE

#### DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed at the time of bid submittal.

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

A) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, or State of Florida active registration and/or

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 disadvantaged business preference.

## THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <u>https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883</u>

#### Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a nonresidential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a nonresidential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

CAM #24-0269 Exhibit 1 Page 52 of 135

#### DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

		PRINT NAME	SIGNATURE	DATE
	HORIZED COMPANY PERS	:ON-		
BID	DER'S COMPANY:			
	Business Name	Preference consideration.		···· <b>·</b>
(5)		is not considered a Disadvantag of Fort Lauderdale Ordinance		
	Business Name			
(4)		is a disadvantaged class 4 e Lauderdale Ordinance Section 2 does not qualify as a Class A, C the State of Florida and p disadvantaged certification as es	2-185 disadvantaged busin lass B, or Class C busines rovides supporting doci	ess enterprise that ss, but is located in umentation of its
	Business Name			
(3)		is a disadvantaged class 3 e Lauderdale Ordinance Section 2 has established and agrees to located in a non-residential zone limits of the Tri-County area ar City of Fort Lauderdale busine established in the City's Procure	2-185 disadvantaged busin maintain a permanent e, staffed with full-time en d provides supporting do ess tax and disadvantag	ess enterprise that place of business ployees within the cumentation of its
(3)	Business Name	is a disadvantaged class ?	antorprise as defined in	the City of East
		Lauderdale Ordinance Section 2 has established and agrees to m the limits of the city with a full documentation of its City of Fort certification as established in the	aintain a permanent place -time employee(s) and pl Lauderdale business tax	of business within rovides supporting and disadvantaged
(2)	Business Name	is a disadvantaged class 2 e		
(1)		is a disadvantaged class 1 e Lauderdale Ordinance Section 2 has established and agrees to located in a non-residential zone limits of the city, and provides a Lauderdale business tax and d the City's Procurement Manual.	-185 disadvantaged busin maintain a permanent e, staffed with full-time em supporting documentation	ess enterprise that place of business ployees within the of its City of Fort

Solicitation/Bid /Contract No:

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: \_\_\_\_\_

Authorized Company Person's Signature:

Authorized Company Person's Title: \_\_\_\_\_

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

#### REFERENCES

A minimum of three (3) references shall be provided. It is the responsibility of the Bidder/ Proposer to ensure that the information provided is accurate and current. The City may find your firm non-responsive for providing wrong and or outdated information. Additional references may be provided on a separate page.

Company Name:		
Address:		
Contact Person:		
Title:		
Phone #:		
Email:		
Contract Value:		
Year(s):		
Description:		
Company Name:		
Address:		
Contact Person:	,	
Title:		
Phone #:		
Email:		
Contract Value:		
Year(s):		
Description:		· · · · · · · · · · · · · · · · · · ·
Description.		
		···
	<del>.</del>	
Company Name:		
Address:		
Contact Person:		
Title:		
Phone #:		
Email:		
Contract Value:		
Year(s):		
Description:		

#### CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

Please Note: It is the sole re through the will not be accepted. All fields	prior t below must be completed. If the	oser to ensure that their respo o the bid opening date and tir pe field does not apply to you r	nse is submitted electronically ne listed. Paper bid submittals please note N/A in that field.					
If you are a foreign corporati	f you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, n accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).							
Company: (Legal Registration	)	EIN (Op	otional):					
Address:								
City:		State: Z	ïp:					
Telephone No.:	FAX No.:	Email:						
Total Bid Discount (section 1         Check box if your firm qualifies         ADDENDUM ACKNOWLEDG         included in the proposal:         Addendum No.       Date Issued	Addendum No.         Date Issued	ral Conditions):       Image: Conditions in the following addend         dges that the following addend         Addendum No.       Date Issued         Image: Condition of the following addend         Addendum No.       Date Issued         Image: Condition of the following addend         Image: Condition of the following addend <td>la have been received and are          Addendum No.       Date Issued        </td>	la have been received and are          Addendum No.       Date Issued					
requirement in this competitive reference in the space provision may be attached if necessary such is listed and contained necessarily accept any variar	ve solicitation you must specif ded below all variances conta y. No exceptions or variances d in the space provided belo	y such exception or variance i ined on other pages within yo will be deemed to be part of w. The City does not, by vi ed in the below space, it is her	ification, scope of service, or n the space provided below or our response. Additional pages the response submitted unless rtue of submitting a variance, reby implied that your response nark N/A.					

The below signatory 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/proposal. 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. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent'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

CAM #24-0269 Exhibit 1 Page 56 of 135

#### **Executive Summary Report**

Of

#### **Event: 184-0 - Security Guard Services**

Buyer: Stefan Mohammed		Date Range: 09/22/2023 04:55:00 PM - 10/06/2023 02:00:00 PM
Suppliers Notified: 38	Notified Suppliers 5 Responding:	All Suppliers 12 Responding:

#### **Suppliers Responding**

Supplier	Contact	Phone Number	E Mail	City	State Or Province	Total Bid Amount	Total Awarded	Response Attachme nt Exists
FPI Security Services	Karina Cartagena	954-370- 5300	kcartagena@fpisecurity .com	Pembroke Pines	FL	481,299.10	0.00	No
AURAI SECURITY	ANDREAS MENGE	2122719446	amenge@auraicapital.c om	MIAMI BEACH	FL	491,796.00	0.00	Yes
Doyle Security Services, Inc.	Chris Freeburn	9144146306	cfreeburn@doylesecuri tyservices.com	Rockville Centre	NY	574,836.91	0.00	Yes
Four Knights Security and Protection, Inc.	David Mendieta	305-456- 4489	d_mendieta@4- ksp.com	Doral	FL	506,352.00	0.00	Yes
Excelsior Defense, Inc	Amanda Tassillo	727-527- 9600	atassillo@excelsiordefe nse.com	St. Petersburg	FL	378,514.92	0.00	Yes
Regions Security Services	David Rodriguez	305-801- 2340	drodriguez@regionssec urity.us	Miami	FL	419,759.32	0.00	Yes
KENT SECURITY OF PALM BEACH, INC.	Alon Alexander	3059199400	aalexander@kentservic es.com	Miami	FL	533,854.24	0.00	No
International Security Guard Services	Fenel Luxama	3052392210	deguzmangilisgs@gmai l.com	Homestead	FLO	58,320.00	0.00	Yes
American Guard Services, Inc.	Gerald Gregory	800-441- 1808	ahaugland@americang uardservices.com	Los Angeles	CA	484,952.37	0.00	Yes
Security Alliance	Natalie Escobar	3056706544	nataliee@securityallian cegroup.com	Doral	FL	433,390.90	0.00	No

Supplier	Contact	Phone Number	E Mail	City	State Or Province	Total Bid Amount	Total Awarded	Response Attachme nt Exists
A& Associates, Inc	Shae Katz	314-825- 8033	shae@aaservices.co	West Palm Beach	FL	420,718.84	0.00	Yes
Veterans Security Corps of America, Inc.	Alan Cohen	(954) 731- 5161	info@vscguards.com	Fort Lauderdale	FL	589,340.71	0.00	Yes

#### **Event Lines And Responses**

Item	Description	Unit of Measure	Quantity
LEVEL A - BASE LEVEL WITH ROVING-	If the City wished to utilize this level of Security office with roving at one of the specified facilities or comparable City facility, the hourly rate quoted would be utilized.		1.0000

Responses				
Supplier	Bid Quantity Unit of Measure	Unit Price	Award Amount	
FPI Security Services	1.0000 HR	25.2000000	0.00	
AURAI SECURITY	1.0000 HR	25.0000000	0.00	
Doyle Security Services, Inc.	1.0000 HR	31.37000000	0.00	
Four Knights Security and Protection, Inc.	1.0000 HR	23.0000000	0.00	
Excelsior Defense, Inc	1.0000 HR	23.24000000	0.00	
Regions Security Services	1.0000 HR	24.0600000	0.00	
KENT SECURITY OF PALM BEACH, INC.	1.0000 HR	30.62000000	0.00	
International Security Guard Services	1.0000 HR	28.0000000	0.00	
American Guard Services, Inc.	1.0000 HR	28.49000000	0.00	
Security Alliance	1.0000 HR	24.9000000	0.00	
A& Associates, Inc	1.0000 HR	23.0000000	0.00	
Veterans Security Corps of America,	1.0000 HR	34.73000000	0.00	

Inc.

Page 2 of 11 | October 31, 2023

CAM #23-1029 Exhibit 1 Page 42 of 51

CAM #24-0269 Exhibit 1 Page 58 of 135

Item	Description	Unit of Measure	Quantity
LEVEL B - MID LEVEL WITH ROVING-	If the City wished to utilize this level of Security officer with roving at one of the specified facilities or comparable City facility, the hourly rate quoted would be utilized.		1.0000

Responses					
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount	
FPI Security Services	1.0000	HR	25.75000000	0.00	
AURAI SECURITY	1.0000	HR	28.0000000	0.00	
Doyle Security Services, Inc.	1.0000	HR	32.37000000	0.00	
Four Knights Security and Protection, Inc.	1.0000	HR	26.0000000	0.00	
Excelsior Defense, Inc	1.0000	HR	23.24000000	0.00	
Regions Security Services	1.0000	HR	25.77000000	0.00	
KENT SECURITY OF PALM BEACH, INC.	1.0000	HR	33.0000000	0.00	
International Security Guard Services	1.0000	HR	27.0000000	0.00	
American Guard Services, Inc.	1.0000	HR	29.99000000	0.00	
Security Alliance	1.0000	HR	25.8000000	0.00	
A& Associates, Inc	1.0000	HR	25.1000000	0.00	
Veterans Security Corps of America, Inc.	1.0000	HR	36.2000000	0.00	

Inc.

continued...

Page 3 of 11 | October 31, 2023

CAM #24-0269 Exhibit 1 Page 59 of 135 CAM #23-1029 Exhibit 1 Page 43 of 51

Item	Description	Unit of Measure	Quantity
LEVEL C- HIGH LEVEL WITH ROVING-	LEVEL C- HIGH LEVEL ROVING- Hours calculated based on Security services 24/day X 365 days= 8760 hours per year at Fiveash Regional Water Treatment facility.	HR	8,760.0000
	In addition, if the City wished to utilize this level of Security officer at one of the specified facilities or comparable facility, the hourly rate quoted will be utilized.		

Responses			
Supplier	Bid Quantity Unit of Measure	Unit Price	Award Amount
FPI Security Services	8,760.0000 HR	33.6000000	0.00
AURAI SECURITY	8,760.0000 HR	35.0000000	0.00
Doyle Security Services, Inc.	8,760.0000 HR	39.37000000	0.00
Four Knights Security and Protection, Inc.	8,760.0000 HR	35.0000000	0.00
Excelsior Defense, Inc	8,760.0000 HR	25.55000000	0.00
Regions Security Services	8,760.0000 HR	28.61000000	0.00
KENT SECURITY OF PALM BEACH, INC.	8,760.0000 HR	36.0000000	0.00
International Security Guard Services	0.0000 HR	0.0000000	0.00
American Guard Services, Inc.	8,760.0000 HR	32.99000000	0.00
Security Alliance	8,760.0000 HR	29.9000000	0.00
A& Associates, Inc	8,760.0000 HR	28.8600000	0.00
Veterans Security Corps of America, Inc.	8,760.0000 HR	41.59000000	0.00
tem	Description	Unit of Measure	Quantity

 Item
 Description
 Unit of Measure
 Quantity

 LEVEL A- BASE LEVEL- NON ROVING If the City wished to utilize this level of Security officer at one of the specified facilities or comparable facility, the hourly rate quoted will be utilized.
 HR
 1.0000

Page 4 of 11 | October 31, 2023

CAM #24-0269 Exhibit 1 Page 60 of 135 CAM #23-1029 Exhibit 1 Page 44 of 51

	Responses		
Supplier	Bid Quantity Unit of Measure	Unit Price	Award Amoun
FPI Security Services	1.0000 HR	24.15000000	0.00
AURAI SECURITY	1.0000 HR	23.0000000	0.00
Doyle Security Services, Inc.	1.0000 HR	31.17000000	0.00
Four Knights Security and Protection, Inc.	1.0000 HR	23.0000000	0.00
Excelsior Defense, Inc	1.0000 HR	23.24000000	0.00
Regions Security Services	1.0000 HR	23.49000000	0.00
KENT SECURITY OF PALM BEACH, INC.	1.0000 HR	30.62000000	0.00
International Security Guard Services	1.0000 HR	25.0000000	0.00
American Guard Services, Inc.	1.0000 HR	27.89000000	0.00
Security Alliance	1.0000 HR	24.2000000	0.00
A& Associates, Inc	1.0000 HR	21.94000000	0.00
Veterans Security Corps of America, Inc.	1.0000 HR	30.98000000	0.00
tem	Description	Unit of Measure	Quantity
EVEL B- MID LEVEL- NON ROVING-	LEVEL B- MID LEVEL NON-ROVING Hours calculated based on one full time guard per year stationed at t Department of Sustainable Development In addition, if the City wished to utilize this level of	HR he	2,080.0000
	Security officer at one of the specified facilities or comparable facility, the hourly rate quoted will be utilized.		
	Responses		
Supplier	Bid Quantity Unit of Measure	Unit Price	Award Amoun
FPI Security Services	2,080.0000 HR	24.75000000	0.0
AURAI SECURITY	2,080.0000 HR	23.0000000	0.0

Page 5 of 11 | October 31, 2023

CAM #24-0269 Exhibit 1 Page 61 of 135 CAM #23-1029 Exhibit 1 Page 45 of 51

	Responses		
Supplier	Bid Quantity Unit of Measure	Unit Price	Award Amour
Doyle Security Services, Inc.	2,080.0000 HR	32.17000000	0.0
Four Knights Security and Protection, Inc.	2,080.0000 HR	26.0000000	0.0
Excelsior Defense, Inc	2,080.0000 HR	23.24000000	0.0
Regions Security Services	2,080.0000 HR	25.2000000	0.0
KENT SECURITY OF PALM BEACH, INC.	2,080.0000 HR	33.0000000	0.0
International Security Guard Services	2,080.0000 HR	28.0000000	0.0
American Guard Services, Inc.	2,080.0000 HR	29.39000000	0.0
Security Alliance	2,080.0000 HR	25.0000000	0.00
A& Associates, Inc	2,080.0000 HR	24.21000000	0.00
Veterans Security Corps of America, Inc.	2,080.0000 HR	32.45000000	0.00
em	Description	Unit of Measure	Quantity
VEL C- HIGH LEVEL- NON ROVING-	LEVEL C- High LEVEL NON-ROVING	HR	4,160.0000
	Hours calculated based on one full time guard pe year stationed at the Department of Sustainable Development, One full time guard stationed at Or east Broward (replacement of City Hall) Tempora	ne	
	In addition, if the City wished to utilize this level of Security officer at one of the specified facilities or comparable facility, the hourly rate quoted will be utilized.	r	
	Responses		
Supplier	Bid Quantity Unit of Measure	Unit Price	Award Amount
FPI Security Services	4,160.0000 HR	32.55000000	0.00
AURAI SECURITY	4,160.0000 HR	33.0000000	0.00
	Page 6 of 11   October 31, 2023		CAM #23-1029

CAM #24-0269 Exhibit 1 Page 62 of 135 CAM #23-1029 Exhibit 1 Page 46 of 51

Responses			
Supplier	Bid Quantity Unit of Measure	Unit Price	Award Amount
Doyle Security Services, Inc.	4,160.0000 HR	39.17000000	0.00
Four Knights Security and Protection,	4,160.0000 HR	35.0000000	0.00
Excelsior Defense, Inc	4,160.0000 HR	25.55000000	0.00
Regions Security Services	4,160.0000 HR	28.0400000	0.00
KENT SECURITY OF PALM BEACH, INC.	4,160.0000 HR	36.0000000	0.00
International Security Guard Services	0.0000 HR	0.0000000	0.00
American Guard Services, Inc.	4,160.0000 HR	32.39000000	0.00
Security Alliance	4,160.0000 HR	28.7000000	0.00
A& Associates, Inc	4,160.0000 HR	28.24000000	0.00
Veterans Security Corps of America,	4,160.0000 HR	37.84000000	0.00

### Header Questions And Responses

#### QUESTION

Did you Complete the attached required forms?

Supplier	Response	Has Attachment
FPI Security Services	Yes-	Yes
AURAI SECURITY	Yes-	Yes
Doyle Security Services, Inc.	Yes-Please see attached document with completed forms and cover letter, which answers Event Questions.	Yes
Four Knights Security and Protection, Inc.	Yes-Signed and executed documents attached.	Yes
Excelsior Defense, Inc	Yes-	Yes
Regions Security Services	Yes-	Yes
	Page 7 of 11   October 31, 2023	CAM #23-1029
	CAM #24-0269	Exhibit

CAM #24-0269 Exhibit 1 Page 63 of 135 Page 47 of 51

Supplier	Response	Has Attachment
KENT SECURITY OF PALM BEACH, INC.	Yes-yes	No
nternational Security Guard Services	Yes-We have completed the RFP form	Yes
merican Guard Services, Inc.	Yes-	Yes
ecurity Alliance	Yes-	Yes
& Associates, Inc	Yes-	Yes
Veterans Security Corps of America, Inc.	Yes-	Yes

#### QUESTION

In order to be considered for award, you must meet the criteria required within the following questions:

For Location #1 in Section 3.01 only- Must have experience providing high level security services for facilities such as, but not limited to, a water treatment facility, wastewater treatment facility, airport or seaport, and must be listed as one of the references.
 Must be in business for a minimum of 10 years.
 Must have provided Security Services for another Municipality or Governmental agency and listed as a reference.

Question Responses		
Response		
Yes-Incumbent Provider	No	
Yes-FLORIDA SECURITY LICENSE #: B3000383	No	
Yes-Please see attached document with completed forms and cover letter, which answers Event Questions.	Yes	
Yes-Please reference the attached document for supporting experience in the capacity of providing security services to a municipality/governmental agency at the facilities required by the City of Ft. Lauderdale.	Yes	
Yes-See item 4, we currently supply Gainesville Regional Utilities	Yes	
Yes-*We have serviced water treatment facilities at City of Hollywood, City of Miramar, and similar contracts with other municipalities and Federal Contracts. *Company establised in January 10, of 2010 * 3 References of municipal contracts provided	Yes	
Yes-City of Miami since 2007	No	
Page 8 of 11   October 31, 2023 CAM #24-0269	CAM #23-1029 Exhibit 1 Page 48 of 51	
	ResponseYes-Incumbent ProviderYes-FLORIDA SECURITY LICENSE #: B3000383Yes-Please see attached document with completed forms and cover letter, which answers Event Questions.Yes-Please reference the attached document for supporting experience in the capacity of providing security services to a municipality/governmental agency at the facilities required by the City of Ft. Lauderdale.Yes-See item 4, we currently supply Gainesville Regional UtilitiesYes-*We have serviced water treatment facilities at City of Hollywood, City of Miramar, and similar contracts with other municipalities and Federal Contracts. *Company establised in January 10, of 2010 * 3 References of municipal contracts providedYes-City of Miami since 2007Page 8 of 11   October 31, 2023	

Exhibit 1 Page 64 of 135

Supplier	Response	Has Attachment	
International Security Guard Services	Yes-Our company has been in business for 10 years already.	Yes	
American Guard Services, Inc.	Yes-	Yes	
Security Alliance	Yes-	Yes	
A& Associates, Inc	Yes-	Yes	
Veterans Security Corps of America, Inc.	Yes-We provide high level security services to the FL Department of Emergency Management - reference included in Question 1 attachment. We have been in business for 14 years. We have worked for two FL counties-both references are included.	No	

#### Contacts

Name	Email	
Stefan Mohammed	SMohammed@fortlauderdale.gov	

#### Q And A

Supplier	Question	Answer
Regions Security Services	egions Security Services The Scope of services for Building Services One (1) level B non roving Document states it requires two 40 hour Officers but does not state the required Level. Below the desired schedule it lists the requirements for level B and Level C. Which is the required level?	
Regions Security Services	Last page 3.05 Section "K" States requirement to install a surveillance equipment (assummed cctv camera) to monitor personnel. Does the Gatehouse have power and Internet which can be accessed by the supplier for said equipment?	We (City) provides the Surveillance equipment (CCTV) to monitor personnel. The gatehouse has power, a phone and internet through our IT Dept (we provide a computer to access to the security log and e-mails from Utilities staff).
	Page 9 of 11   October 31, 2023 CAM #24-0269 Exhibit 1	CAM #23-1029 Exhibit 1 Page 49 of 51

CAM #24-0269 Exhibit 1 Page 65 of 135

Supplier	Question	Answer
Regions Security Services	What are the Guard's duties at Temporary City Hall?	Duties include but not limited to items listed under level B - b-i
Regions Security Services	I have read the documentation and cannot find the Timeline or response Deadline. Can you please specify. Thanks.	Bid closes October 6th at 2pm.
American Guard Services, Inc.	Please identify the current security provider and their bill rates.	FPI Security Services. Pricing is outdated and does not reflect current market conditions. Pricing can be found on the city of Fort Lauderdale website- procurement page- under contracts and awards- security guard services- Fpi Security Services.
American Guard Services, Inc.	Is there a pricing form or format? Or is the pricing only to be submitted through the portal?	Pricing is required to be entered through the infor portal on each of the lines.
American Guard Services, Inc.	Should the price for the golf cart be incorporated into the hourly rate for the rover guards?	yes
American Guard Services, Inc.	Is there a pricing format or sheet?	No separate pricing sheet, you must respond to the lines tab of the event listing the hourly price per level.
American Guard Services, Inc.	Is there a format for a written proposal? Is there any additional information required aside from price?	No, you must place your hourly rate per level in the line tab section of the bid.
American Guard Services, Inc.	Is there a format for a written proposal? Is there any additional information required aside from price?	No, just the line responses, references and the required forms. However, there are certain requirements that the bidder must have in order to respond to this bid.
American Guard Services, Inc.	<ol> <li>Who is the current incumbent?</li> <li>When was the current incumbent awarded the contract? Could you please provide us with a copy of the current contract?</li> <li>Are there any subcontractors being used for the current contract?</li> </ol>	FPI Security Services. Pricing can be found on the city of Fort Lauderdale website- procurement page- under contracts and awards- security guard services- Fpi Security Services. No subcontractors on the current contract.
American Guard Services, Inc.	<ul> <li>5. What was the start date of the initial contract?</li> <li>6. What was the amount spent in the last 12 months?</li> <li>7. What was the total spent in the last billed month?</li> <li>8. Are there any other rates billed separately (such as equipment, vehicles, etc.)</li> </ul>	June 16th 2021 Annual pricing listed on contract documents that can be obtained on our website. Monthly cost cnan also be calculated based on hourly rate quoted on contract, which can be found on our website. Pricing breakdown listed on cost proposal page of the contract which can be found on our website, steps to locate document provided on previous responses.

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Page 10 of 11 | October 31, 2023

CAM #24-0269 Exhibit 1 Page 66 of 135 CAM #23-1029 Exhibit 1 Page 50 of 51

Supplier	Question	Answer
American Guard Services, Inc.	10. Are there any significant modifications from the previous contract to the new one? For instance, an increase in hours, a change in guard type (e.g., armed vs unarmed), a need for additional resources?	Change to type of guards for dsd location, only notable change.
American Guard Services, Inc.	<ul> <li>11. What was the amount spent on this contract last year?</li> <li>12. What is the estimated total number of annual hours for this contract?</li> <li>13. What is the current bill rate for each position?</li> </ul>	Listed on contract, steps to access contract already provided. Hours are listed on the line items.
American Guard Services, Inc.	14. Are there any additional services that may be needed that are not listed in the RFP? For instance, the need of additional sites, seasonal required security, etc.	Language listed in bid does indicate the price for type of service will be used if the city needed to add additional services.
American Guard Services, Inc.	Is the current contract using vehicles? If yes, how many? Will your agency hold a public opening? If yes, can you please provide the date, time, and location? Are there any MWBE/VS/DBE or other goals for this project?	Yes one golf cart. This is an invitation to bid type solicitation, the bid will automatically open at the specified listed bid closing date and time. Local price preference/ dbe language listed within bid documents.
Security Alliance	Good day Mr. Mohammed, We will be submitting a response for Event 184 - Security Guard Services. We do not see a proposal format in the bid documents. Could you tell me in what section I might find the format? Thank you. Natalie	You can add your proposal as an attachment; however pricing is required on the line items of the bid, I believe there are six lines each requiring an hourly rate.

Page 11 of 11 | October 31, 2023 CAM #24-0269 Exhibit 1 Page 67 of 135

CAM #23-1029 Exhibit 1 Page 51 of 51

## **QUALITY SECURITY SERVICES EXHIBIT B**



OUR MISSION IS TO OPTIMIZE THE PROTECTION OF OUR CLIENTS' ASSETS BY DEVELOPING AND IMPLEMENTING A STRATEGIC PLAN.

## Security Officers Who Welcome and Protect

OUR VISION IS TO BECOME THE MOST DYNAMIC AND RESOURCEFUL SECURITY PROVIDER FOR OUR CLIENTS.

**Customized Security Proposal:** 

**EVENT 184 – SECURITY GUARD SERVICES** 

Page 68 of 135

# Armed / Unarmed Security Professionals

#### TRANSMITTAL LETTER

Stefan Mohammed Senior Procurement Specialist City of Fort Lauderdale Procurement Services Division 100 N. Andrews Ave. Fort Lauderdale FL 33301

Dear City of Fort Lauderdale,

Thank you for allowing Regions Security Services, Inc. (Regions Security) the opportunity to partake in your bid process for providing security services. We know that you take the security bid process very seriously. We firmly believe that Regions Security can handle the responsibility and opportunity at hand.

Today's security needs are dictated by numerous state laws and protocols. Fortunately, Regions Security has maintained itself abreast of all such requirements and is involved in the field to provide our clients with the level and commitment of service necessary to meet or exceed their needs. We care about protecting our client's assets by understanding their security concerns and overall site objectives. Keeping this simple approach in mind, I am honored to present you with this security proposal that meets your security expectations and provides you peace of mind.

Within our credentials, we will explain our origins, motivations, commitment to service and how Regions Security makes and maintains the conscious decision of elevating itself above the traditional "guard" industry. We accomplish it through our recruitment, selection process, site training and assignment protocols as well as through continuous improvement and service excellence.

In closing, we know you have many choices to consider when it comes to hiring a new security provider. I invite you to review our credentials where we identify key elements of our success and regimen to ensure client satisfaction and adherence to security standards. In closing, we stand ready and welcome the opportunity to address any questions you may have about this proposal.

Cordially,

David J. Rodriguez-Baez Area Manager

Regions Security Services, Inc

wwwRegionsSecurity.us Tel 305-517-1266

Page 2

CAM #24-0269 Exhibit 1 Page 69 of 135



#### CORPORATE PROFILE



Regions Security is a Service-Disabled Veteran-Owned Small Business and a specialized provider of security and ancillary services. Regions Security was born out of the desire and need to address unresponsive and substandard services, red-tape and service delays often offered by other companies.

Regions Security was formed in 2010 by its President & CEO Carlos Rivero, Jr. after serving in the U.S. Army and managing numerous security companies.

Mr. Rivero is a highly recognized service-disabled veteran who served in Operation Iraqi Freedom and Operation Enduring Freedom military initiatives.

At Regions Security, we care about protecting our clients' assets. By understanding their concerns and overall security objective, we develop and implement a strategic plan for their peace of mind. In other words – doing the job and doing it right!

Regions Security is an S Corporation and complies with all applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, standards, and permits. Regions Security is comprised of nearly 400 security professionals and anticipates a growth of 125% in the subsequent 2 years. Regions Security is a licensed and insured security company which meets of all of the required licensing and insurance guidelines required by the State of Florida.

Commitment counts and Regions Security is committed to serve.

#### OUR MISION

Our mission is to optimize the protection of our clients' assets by developing and implementing a strategic plan.

#### OUR VISION

Our vision is to become the most dynamic and resourceful security provider for our clients.

#### **OUR VALUES**

Regions Security demands that it's administrative and security personnel identify with the organization and assume its values as their own, in order to achieve our mission.

Loyalty: Bear true faith and allegiance to Regions and its clients. Duty: Fulfill your obligations. Respect: Treat people as they should be treated. Integrity: Do what's right, legally and morally. Honor: Live up to Regions' values.

Page 3

CAM #24-0269 Exhibit 1 Page 70 of 135



**Executive Protection:** This service, provided by specially trained executive protection professionals, can be offered for a one-time event or on an ongoing basis, and can be provided for private individuals, corporate executives and other at-risk employees within the United States and around the world.

**Background and Career Verification**: We help companies make effective hiring decisions and assist in reducing the problems associated with employee dishonesty. Our services include employee screening, past employment record as well as the development of theft prevention and ethical behavior programs and other education and awareness programs.

**Special Events:** For your guest's comfort and enjoyment, we provide protection services in highprofile events in the entertainment and sports sectors. Coverage can include access and perimeter control, credentialing, crowd and traffic (parking) control, valet parking, transportation, explosives sweeps with K-9 control and executive protection.

**Canine Support (K-9):** We provide canine support in drug and explosives detection with specialized trained handlers. We can provide dogs specially trained to protect people and their assets. The dogs can help security personnel in their patrol routine, especially in difficult or extensive areas.

**Corporate In-House Training and Workshops**: We can develop your employee and executive in-house security training programs. Attorneys, Certified Protection Professionals (CPP), Certified Fraud Examiners (CFE) and other experts have developed practical workshops to enhance your staff's capabilities with superior training and effectiveness. Many of our instructors are fluent in English and Spanish. Some of our programs include:

- Emergency and Disaster
   Planning
- Risk Analysis
- Business Impact Analysis
- Hotel Security
- Bank Security
- Travel Security and Safety

- Airport Security
- Physical Security
- Theft Prevention
- Security Awareness & Preparedness
- Violence in the Workplace
- Sexual Harassment

wwwRegionsSecurity.us Tel 305-517-1266

Page 4

CAM #24-0269 Exhibit 1 Page 71 of 135





With over 120 contracts and 675,000.00 annual man-hours currently serving all over South Florida, **Regions Security, its ownership and Management** Staff have the tenure, experience & resources to take on the most complex services sites and clients of just about any industry.

Awarded in the Top 50 as one of the Fastest Growing Companies by the South Florida Business Journal four years in a row. We continue to expand in all major markets from Jupiter to South Homestead.



wwwRegionsSecurity.us Tel 305-517-1266 **Regions Security Services, Inc** 

Page 5

CAM #24-0269 Exhibit 1 Page 72 of 135




**Regions Security Services, Inc** 

wwwRegionsSecurity.us Tel 305-517-1266

Page 6

CAM #24-0269 Exhibit 1 Page 73 of 135

PRESIDENT & CEO BIO



President & CEO *Carlos Rivero, Jr.* Founded Regions Security: 12 Years Ago Years in the Industry: 20 Years

#### **Industry Experience**

President & CEO, Regions Security Services, Inc. 20	010-Present
	2009-2010
Director of Operations, Sereca Security Corporation	2007-2009
Account Manager, Sereca Security Corporation	2006-2007
Director of Security, The Towers of Key Biscayne	2003-2006
Security Professional, Pinkerton & Burns Security	2002-2003
Specialist 63W10H8, United States Army	1999-2002

#### Experience

President & CEO of Regions Security, Carlos Rivero, Jr., is a service-disabled veteran of the U.S. Armed Forces with a distinguished background. As a young Army Specialist, Rivero was deployed to Afghanistan in 2001, serving in both the Iraqi Freedom and Enduring Freedom military initiatives, where he was promoted and received numerous commendations and awards. Since then, Mr. Rivero has amassed over 20 years of security industry experience.

Under his leadership, direction, and participation, Regions Security has grown from a small local security services related company to a successful, progressive and admired regional security company. Mr. Carlos Rivero's many years of experience in the military and private contract security have provided him with the credentials to forge new standards and procedures for his company and the contract security industry.

#### Awards & Certificates

2015 Rising Star Award - Commercial Industrial Association of South Florida

- 2014 Young Professional of the Year Building Owners and Managers Association
- 2013 Member of the Year Award Latin Builders Association
- 2013 Certificate of Appreciation Greater Kendall Business Association
- 2012 Security Agency of the Year Award Minority Chamber of Commerce
- 2012 Certificate of Appreciation City of Doral
- 2012 Member of the Month Certificate Latin Builders Association
- 2011 Certificate of Special Congressional Recognition Congress, Senator Marco Rubio

#### Affiliations

Board Member of the Commercial Industrial Association of South Florida (CIASF) Member of the Building Owners and Managers Association (BOMA)

Regions Security Services, Inc wwwRegionsSecurity.us Tel 305-517-1266

Page 7

CAM #24-0269 Exhibit 1 Page 74 of 135

AREA MANAGER BIO



Area Manager **David J. Rodriguez** Years with Regions Security Services: 7 years Years in the Industry: 29Years

#### Industry Experience

Area Manager, Regions Security Services, Inc.	2015-Present
Business Manager, Security Management Innovations, Inc.	2013-2015
Branch Manager, Paramount Security Services	2008-2013
Business Development Manager, McRoberts Protective Agency	2005-2008
Director of Business Development, Garrison Protective Services	1997-2005
Security Consultant, Wells Fargo Guard Services	1994-1997

#### Experience

Area Manager, David Rodriguez, is a 25-year veteran as a security professional. David has a solid understanding of every aspect of the physical security industry and extensive knowledge of the South Florida market. David has taken part on the development of some of the most complex security programs in the region and is able to match a successful security solution for each of the client's particular needs. An avid gadget person he stays in tune with electronic solutions that emerge in the market which enhance physical security.

#### Industry Affiliations

BOMA Miami – Committee member, industry partner CIASF – Industry Partner – Sponsor Member Member of ASIS International – A worldwide association for Security Professionals CAI South East Florida (Community Association Institute) – Member BOMA – Sponsor Member of Building Owners and Managers Association CAMP – Community Association Management Professionals –Member IREM Chapter 19: Industry Partner

#### Education & Licensing

International Profit Associates - Chicago, Illinois - January, 2002 Business Analyst

Belleview College – Belleview, Nebraska - August 1990 Bachelor's Degree Human Resource Management - Minor in Business Administration. Professional Licenses: D 1929246, G 1906929, Conceal Carry License W-1789273 University of Nebraska at Omaha - Omaha, Nebraska - May 1985 Associate Degree Two years in Computer Science and one year of prerequisite courses. Certified By Department of Homeland Security on Active Shooter Preparedness Certified by the ATA / Aviation screener of bombs, explosives and contraband Registered Notary Public – State of Florida, Commission # GG187633

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Page 8

CAM #24-0269 Exhibit 1 Page 75 of 135

**REGIONAL OPERATIONS MANAGER BIO** 



Regional Operations Manager Jose L. Rubio Years with Regions Security: 11 Years Years in the Industry: 19 Years

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#### Industry Experience

Regional Operations Manager, Regions Security Services, Inc.	2011-Present
Operations Manager, Sereca Security Corporation	2010-2011
Operations Manager, SMI Security Management, Inc.	2009-2010
Operations Coordinator, Sereca Security Corporation	2007-2009
Security Professional, The Towers of Key Biscayne	2003-2007

#### Experience

Regional Operations Manager, Jose Rubio, has amassed 13 year in the security industry as a professional in different operational roles. He has developed incredible customer service skills having worked with property managers, business owners, and others in the industry. Rubio has supervised over 11,000 hours of scheduling for nearly 400 employees.

He has taken on a role of workplace counsel helping guide employees to work more efficiently and professionally. By means of annual trainings he has helped keep employees up to date with new procedures or changes in the industry.

#### Industry Associations

Member of Doral Business Council (DBC) Member of Building Owners and Managers Association (BOMA) Member of Latin Builders Association (LBA) Member of the Greater Kendall Business Association (GKBA) Member of Minority Chamber of Commerce (MCC)

#### Education & Licensing

Florida National College, A.S. Security Agency Manager Security Officer Instructor

Regions Security Services, Inc

wwwRegionsSecurity.us Tel 305-517-1266

Page 9

CAM #24-0269 Exhibit 1 Page 76 of 135

Regions Security Services inc

#### **TECHNOLOGY MANAGER BIO**



Technology Manager *Abe Blanco* Years with Regions Security: 7 Years Years in the Industry: 45 Years

#### **Industry Experience**

Technology Manager - Regions Security Services, Inc.2015-PresentTechnology Director - Systeam Florida, Inc & Systek, Inc1998-2015Owner & Technology Director - ECA Consulting & ECA Computers1984-1998Design Engineer - IBM Corporation1977-1984

#### **Experience & Education**

Abe Blanco has a bachelor's in electrical engineering from the University of Miami. He was recruited by IBM and employed as a hardware design engineer. During his time with IBM, Mr. Blanco was awarded several design patents for his work in printer development and control software integration. When IBM's printer development group based in Boca Raton was moved to Kentucky, he decided to look for other opportunities in South Florida.

In 1984 Mr. Blanco opened a business to provide computer and network related services to small and medium size businesses. Later he wanted to focus more on technology and decided to dedicate all his time to managing high-end projects deploying networks and computer equipment installations.

Currently Mr. Blanco manages Regions' Security Technology department which provides security cameras, access control and network intercoms. He has designed and deployed commercial integrated security systems since 2002 using his extensive technology background.

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Page 10

#### CAM #24-0269 Exhibit 1 Page 77 of 135



Below are some of the achievements that Regions Security Services has accrued over the last six years. With 2016 marking our highest year of growth and development since our inception.

- 2018 Fastest Growing Company South Florida Business Journal
- 2017 Fastest Growing Company South Florida Business Journal
- 2016 Fastest Growing Company South Florida Business Journal
- 2015 Small Business of the Year Award Doral Business Council
- 2015 Fastest Growing Company South Florida Business Journal
- 2015 Rising Star Award Commercial Industrial Association of South Florida
- 2014 Young Professional of the Year Building Owners & Managers Association
- 2014 Top Minority Business Awards Young Professional of the Year Finalist -Greater Miami Chamber of Commerce
- 2013 Member of the Year Award Latin Builders Association
- 2013 Certificate of Appreciation Greater Kendall Business Association •
- 2012 Security Agency of the Year Award Minority Chamber of Commerce
- 2012 Certificate of Appreciation City of Doral
- 2012 Member of the Month Certificate Latin Builders Association
- 2011 Certificate of Special Congressional Recognition Senator Marco Rubio & Congressman David Rivera





South Florida



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wwwRegionsSecurity.us Tel 305-517-1266

Page 11

CAM #24-0269 Exhibit 1 Page 78 of 135



Regions Security meets the needs of the community and actively participates in activities which involve their top tier management with hands-on experiences to enrich our corporate culture within well recognized charitable organizations as well as with creative philanthropic efforts.

Executives, management, and employees alike, are allowed and encouraged to bring to the table ideas for sponsoring activities that promote helping the needy, homeless, sick, elderly or otherwise more vulnerable within the communities that we proudly serve. Working with organizations such as the Red Cross, the Miami Rescue Mission, The Wounded Warrior Project, Best Buddies International we can help to make our communities better and creating a work environment where our success is shared both financially and through our own personal efforts and giving of time.

So far in 2016, Regions Security was named and recognized for the single largest donation to the Miami Rescue Mission, empowering the entity to provide warm meals to over 200 of their most needy clients during the annual "Thanksgiving in March" organized event.

Miami Rescue Mission





"We make a living by what we get, but we make a life by what we give" - Winston Churchill.

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Page 12

#### CAM #24-0269 Exhibit 1 Page 79 of 135



### APPROACH AND METHODOLOGY TO SCOPE OF SERVICES:

Regions Security has the ability, capacity and qualifications to successfully perform in accordance with your specifications as cited in the RFP. We believe that Regions Security will be a valuable contributor in the overall delivery of services to your organization. These abilities include:

- An established company with structured management and experience.
- Assignment of fully licensed, insured and trained security personnel.
- Centralized facilities with Dispatch Communication Center (DCC) availability.
- Local decision making and administrative and support offices.
- Availability of vehicles, golf carts, bicycles and foot patrols.
- Resourceful and responsive management available 24/7.
- The financial strength necessary to support the operation
- Availability of necessary equipment and personnel.
- The wherewithal to coordinate and control all aspects of the assignments.

The monitoring and supervision of on duty personnel is an integral part of our mission. We deliver a direct management approach to ensure your needs and objectives are being met. This approach consists of five (5) main components:

- An involved management approach.
- Enforcement of our Quality Assurance Program.
- Deployment of Field (Roving) Supervisory Inspections
- Electronic check-in to ensure personnel are as assigned.
- On-Line Reporting Systems and Computerized Tour Management.

As in every business, we know it is the bottom line that counts. The Bottom Line is:

Make it work and make it work right!

The Regions Team has the armed and unarmed guard experience necessary to fulfill the contract requirements by Miami-Dade County, while meeting and exceeding the specified goals in several key areas:

- Regions is a Florida-based SBA-certified 8(a) firm and Service-Disabled Veteran-Owned Small Business.
- Regions is Congressionally recognized as a leader in security and the small business arena.
- Regions was the 2012 Security Agency of the Year in Miami-Dade County attesting to their security knowledge and professional level of security services.
- Regions team, brings valuable experience to the table including:
  - The Regions Management and Operational Team has ample experience and has successfully performed in several government contracts providing similar services
  - o Low-transition risk
- o Low performance risk
- o Low-financial risk

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Page 13

CAM #24-0269 Exhibit 1 Page 80 of 135



Elements of success to provide the best service to the City of Fort Lauderdale.

There is no magic formula to providing excellent service in any industry related to people, but there are very key elements that Regions Security utilizes and that finds at its core to be what makes the difference between mediocracy and receiving words of praise from a happy client.

Everything stems from: UNDERSTANDING YOUR CLIENT, be cognizant of the needs and the reason why this client is not currently happy with their service, draw clear lines of what the client's expectations are.

DEVELOP A CUSTOMIZED ANSWER: Even within this contract we will find that each one of the HOAs and community Board Leaders may have a different expectation on what they would like to see and what they feel is more important. We will work diligently and guickly to understand those needs.

RECRUITING, SCREENING, SELECTION: You have to have a great match of what those needs and expectations are and the person or persons that are going to provide the service. Now a days the Security Officers are also expected to be a Greeter, a friendly face to come home too, a person the residents will feel is looking out for their safety and preferably knows them by name. Having the right person for the job guarantees at least half of the success for the program.

CONSISTENCY: Train, Review, Evaluate, Adjust, Repeat. We have to constantly monitor and evaluate our own performance to provide consistently positive delivery of our service throughout the entire program at every CITY OF FORT LAUDERDALE. This is achieved with the use of multiple layers of supervision, dedicated Managers and with the help of feedback provided to us with solid communication with our clients. After all, safety and security is every ones responsibility, we want to make sure that the client feels that we will listen to their comments, ideas an concerns so that we can continue to always strive to improve ourselves.

COMMITMENT: That is the secret sauce to our service, a highly dedicated and committed group of individuals, from the Owner down the new recruit. We seek out and hire the most dedicated and committed individuals we can find because we operate in the same fashion, where just "okay"

service is Not Okay, we want our clients to sing praises about having us in their property.



**Regions Security Services, Inc** 

wwwRegionsSecurity.us Tel 305-517-1266

Page 14

CAM #24-0269 Exhibit 1 Page 81 of 135



### APPROACH TO THE PROJECT

#### Purpose

Regions Security Services understands that the purpose of the requested services to the various facilities and locations related to the City of Fort Lauderdale, some of which are considered critical and that the coverage will require different Tier services staffed with licensed Security Officers both Un-Armed and Armed.

Regions Security Services further understands that while this RFP is intended to result in a contract for a specific purpose facilities, it is also intended to result in a contract which will be available for other departments or uses as they may occur including facilities throughout a designated territory within City of Fort Lauderdale.

As such, Regions Security Services will comply with the Level Based Employee Selection and training criteria to ensure the proper placement of qualified Officers for each category.

#### **Equipment Provided by Regions Security**

All Regions Security Officers will have communications equipment that will allow him/her to contact his office, the Project Manager and Police Department. The Security Officer will carry a flashlight with batteries.

A fully marked and equipped Security vehicle is used by Field Supervisors to visit and supervise the different City locations.

The Regions Security Officer will maintain a file of Security Activity Repots to recording all instances that may be of interest to Supervisors or County personnel. The Security officer will report activities, observations safety hazards, malfunctioning equipment and other such matters in accord with the specifications provided in the RFP. Personnel from the Marine Facilities Section will be available to respond to such reports 24 hours per day, seven days per week as determined by Marine Facilities Management.

A Regions Field Supervisor or Road Captain will also randomly visit the Security Officers in addition to the assigned Supervisors at least twice per week to ensure that the Security Officer is following proscribed procedures. Such visits are to be entered in the log and the security bar code scanned for the category listed by the Supervisor for the facility inspected as required for each shift.

The supervisor or other qualified personnel approved by the county will take over for the Security Officer during any meal or other breaks when the Officer is not on his route and observing the site. Reports must be documented regarding Supervisory relief for breaks or for any other reason the Security Officer is not present on the site in accord with the established schedule.

Page 15

#### CAM #24-0269 Exhibit 1 Page 82 of 135



### PROJECT GOALS

At Regions Security Services, we care about protecting our client's assets by understanding their security concerns and overall property objectives. Keeping this simple approach in mind, we are honored to present you with a security proposal that will meet your security expectations while at the same time provide you with peace of mind that all of the assigned locations will always be monitored by qualified and well trained security personnel.

Having said that we have focused our security response to this RFP to focus on the following five (5) factors:

- Hiring a staff of proactive and bi-lingual security officers who will demonstrate exceptional hospitality/customer service skills with a proven track record in securing property.
- Elimination of excessive paperwork by implementing technology tablets with real-time reporting along with picture taking capabilities and dedicated VOIP telephone capabilities.
- Having direct access to Regions Security Services executive management team at all times.
- Having current and up-to-date post orders with current industry best practices.
- Ensuring that our operations team is always inspecting what we expect out of ourselves and our service deliverables to ensure the highest possible quality of service.

After identifying these key components, Regions Security Services will implement a pro-active security program that will deliver the following:

- Establishing a Detailed Hiring Profile specially designed for your property's needs: Regions Security Services will implement a hiring profile to make sure that we hire the right security officers to match the specific requirements of each client.
- Here are the requirements that we will be focusing on: Candidates to be fluent in English, bilingual preferred, security officers must also have a strong background in customer service skills, candidate must also possess excellent customer service/hospitality skills and must have an up-to-date D Security License, and at least two years verified experience.
- In an effort to eliminate excessive paperwork and bring more efficiency to the day to day security duties, Regions Security Services will supply one (1) technology tablet per Roving Officer. Our on-line reporting software/tablet will allow our security team to transmit real-time incident/log book reports with back up picture documentation if needed.
- The City of Fort Lauderdale will have direct access to our Branch Management Team and President at all times. It's the personal touches that we value the most here at Regions Security Services. That being said, all of our email and cell phone contact information will be added to the emergency contact list within the onsite post orders.

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Page 16

#### CAM #24-0269 Exhibit 1 Page 83 of 135



#### **OBJECTIVES**

It is the intent of Regions Security Services to protect the specified territory and City of Fort Lauderdale's facilities as well as its personnel and/or property by means of well-trained, experienced, alert, interested, and reliable Regions Security Services personnel. Regions Security Services will impress upon its personnel that their primary duty and responsibility is to safeguard the employees, the general public and County property. This General Order supersedes all others.

- Ensure the highest level of Armed Security and Security Screening at each and every facility . where services are provided.
- Protect the City of Fort Lauderdale's personnel and/or property and departmental . infrastructure by means of well-trained, appropriately equipped, experienced, courteous, professional, alert, attentive, and reliable personnel of Regions Security Services, selected through background inspections completed according to Miami-Dade.
- Establish an effective security approach for treatment plants, which includes Selected Provider's operation of City of Fort Lauderdale's equipment designed to deter, detect, delay and respond to a threat prior to an adversary achieving its objective, (a function best managed by a single service provider at each facility).
- The types of services offered by Regions Security under this proposal are:
  - Armed Security, Roving and stationary
  - Unarmed Security, Roving and stationary
- Post Orders: Regions Security Services will review all current policies and procedures that are in place at each location. We will make sure to include these rules and regulations into the training phase of our transition plan. Also, all of our security officers will be tested on the post orders and must receive a passing grade before being RegionsSecurity placed on site for duty. In addition, our operations team will also share best practices from post orders at other sites similar in service.



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Page 17

CAM #24-0269 Exhibit 1 Page 84 of 135



Regions policy is to offer employment to all licensed incumbent security officers and supervisors who meet Regions employment standards. Regions considers this practice not only appropriate from a human resources standpoint, but also ensures maximum continuity of service to each client.

Regions will use a standardized employment hiring process for the hiring of non-incumbent supervisors and guards that has been refined over the years at our security contracts. Our hiring approach for this contract includes: a (1) targeted recruitment process; (2) formalized assessment process; and (3) well-defined suitability process which is further discussed below.



Our standardized hiring process assures full staffing on Day One

#### Targeted Recruitment:

For any additional new hires or subsequent replacement hires, Regions will use targeted recruiting to obtain highly qualified and diverse candidates. Vacancy announcements will be placed on-line and in local and regional newspapers in the Greater Miami metropolitan area. Vacancy announcements also will be placed in local employment offices, military-out placement offices, security training schools, and any available job placement services offered by local and City government, including minority outreach programs (note that all of these employment sources are already in use and established). Applicants can apply for vacancies online by accessing Regions' application/resume website directly at <a href="http://www.regionssecurity.us">http://www.regionssecurity.us</a>.

#### **Regions Assessment Process:**

Regions uses a comprehensive, phased approach to pre-employment assessment and schedules and tracks all required officer assessments using our candidate tracking system. Potential candidates are subjected to an extensive pre-screening, pre-testing, and selection process (employment application, phone interviews, face-to-face interviews, English proficiency check, preemployment checks, and credentials/license verification). All employee candidates must also possess a valid State driver's license and current State of Florida-issued armed and/or unarmed guard security license. This process minimizes candidate attrition during the hiring process.

Regions Security Services, Inc wwwRegionsSecurity.us Tel 305-517-1266

Page 18

#### CAM #24-0269 Exhibit 1 Page 85 of 135



For more stringent government accounts or where required, Regions Security will use a subcontract to a local medical provider to perform physical, hearing and vision and drug testing. Applicants will be required to sign a Physical Fitness Test Release Form, a Medical Self-Assessment Form, and a Drug Testing Consent and Release Form. The physical examination includes the following checks;

- Physical examination
- ✓ Hearing check
- ✓ Vision check
- Drug testing, at new hire, annually and reasonable cause
- Comply with client's weight standards if any

After successful completion of the above, the candidates will receive a Contingent Offer Letter. The complete well-defined hiring "on-boarding" process is detailed in the flowchart below.



**REGIONS HIRING FLOWCHART** 

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Page 19

CAM #24-0269 Exhibit 1 Page 86 of 135



#### PERSONNEL RECRUITMENT

Regions Security has always believed and been involved in developing and maintaining a sound employee base staffed by motivated, trained and well compensated security personnel. As such, Regions Security has demonstrated its expertise in managing labor relations, offering the best possible human talent to serve our diverse client base while being fiscally responsible to itself and its clients.



#### PERSONNEL PROCESSING

Candidate personnel undergo a screening process and must demonstrate basic skills in reading, writing, and speaking and successfully pass a series of job-related orientation sessions to qualify for a position with Regions Security. Applicants must complete a qualification process which consists of the following fundamental steps:

#### Verification of Employment Standards to Include:

- That the applicant is 21 years of age or older.
- A U.S. citizen or possess the necessary authorization for employment.
- Have a high school diploma or equivalent.
- Ability to interact with the general public.
- Ability to maintain poise and self-control.
- · Possess good oral and written communication skills.
- Be in good mental and physical health.
- Have no felony convictions or patterns of irresponsible behavior.
- Not use any illicit drugs or narcotics and shall not abuse alcohol.

These standards of performance are agreed to at the time of application for employment, and all candidates for employment must acknowledge their compliance.

#### Employment Application

An application for employment must be completed in person by the applicant. It requests all preliminary information needed to begin the interview process. The application requests information required to verify prior employment and requires documentation of education, medical history, military service, personal references, etc.

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Page 20

CAM #24-0269 Exhibit 1 Page 87 of 135



Regions Security understands that many of the necessary skills needed to work and succeed in the security industry cannot always be identified or confirmed on a resume or during a job interview. Key attributes such as vigilance and focus cannot always be clearly identified during a one on one conversation, but they can be revealed by using aptitude and skills testing. Regions Security uses its own type of basic criteria and skills testing to measure the following components when hiring a new security officer:

- Verbal Skills
- Math Skills
- Reaction Time
- Common Sense Questions (By demonstrating security scenarios that may occur on post)
- Concentration Skills
- Computer Literacy
- Personality Skills (Allows us to determine confidence, patience, dominance and low or high extroversion)
- Industry Knowledge (Questions based on specific vertical markets to confirm experience within the security field that they are applying for as security officers)



Regions Security Services, Inc

wwwRegionsSecurity.us Tel 305-517-1266

Page 21

CAM #24-0269 Exhibit 1 Page 88 of 135



Retention of personnel ensures consistency, uniformity, customer satisfaction and cost efficiency. To that end, Regions Security looks for employees who are candidates for:

- Promotion
- Training
- Reassignment
- · Possess special or additional skills

Those employees are then offered opportunities to ensure their career track is marked, monitored and made available at an appropriate time. This ensures our clients that they receive the best possible security personnel for their assignment.

Regions Security also employs a system of recognition and rewards for outstanding performance and encourages our clients to also participate in naming and rewarding these individuals. Our programs include:

- Employee of the Month
- Employee of the Quarter
- Employee of the Year
- Client Commendations and Rewards

Employees recognized are awarded a variety of rewards including:

- Certificates
- Commendations
- Bonuses
- Plaques
- Trips
- Discount Offers
- Gift Certificates

Employees also have their photographs placed in Regions Security's newly established Facebook page, where we showcase our employees and their achievements.

Employees who consistently serve during holidays and special events days are recognized for their dedication through an exclusive drawing where large screen TVs, stereo systems, iPods, portable radios, CD players and other electronic equipment for personal and family entertainment will be given away.

Due to our Retention Plan, Regions Security's turnover rate is 13%. This rate is less than the standard rate in the private security industry.

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#### CAM #24-0269 Exhibit 1 Page 89 of 135



#### Flexible Schedules:

Regions Security considers our security personnel our most valuable assets and we understand that some of our employees may be students, semi-retired personnel, active reserve personnel and individuals looking to do a great job but only on a part time basis. We work around these qualified and reliable employees to fit a working schedule that is mutually beneficial

#### **Direct Deposit**

We save our employees time and effort by making their payroll earnings be deposited electronically directly to their bank accounts.



#### **Online Pay Stubs**

Employees have direct access to the Direct Deposit portal allowing them to view or print their pay stub with detailed deduction information from anywhere in the world with internet access.

#### Vacations

Qualified full time Officers are entitled on a contract to contract basis and on length of continuous service as of the employee's most recent anniversary date of employment as follows:

3 weeks

- 1 year of service 1 week
- 4 years or more of service 2 weeks
- 7 years or more of service
- 10 years or more of service 4 weeks

#### **Paid Holidays**

Regions Security traditionally observes the following paid holidays for all security personnel:

- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- New Year's Day

Full time security personnel are eligible for personal time-off after their 90-day probation period. Security personnel accrue six personal days per calendar year.

#### Paid Training

Regions Security pays all security personnel for pre-assignment and initial-assignment trainings.

CAM #24-0269 Exhibit 1 Page 90 of 135



#### **REGIONS TRAINING APPROACH**

Regions has extensive experience delivering and managing armed and unarmed guard's access control security training programs. This experience includes our Florida-Certified Security Training Academy where Regions trains licensed security officers throughout South Florida (including the training of other company's officers).





Regions is approved by the Florida Department of Veterans Affairs as a Veterans training school for our Armed Forces veterans. Regions is licensed by the State of Florida as a security officer school and has both the DS facility license and DI instructor license with two certified instructors. Regions is currently approved to provide training for the D licensed officers, and are on the final stages of receiving approval for the G license instruction. Regions is also approved by the Florida Department of Veteran Affairs as a Training School for our Armed Forces veterans. Our approach for conducting officer training includes:

Regions Security Training Approach		
Features	Benefits	
<ul> <li>Develop/submit Training Plan for approval.</li> <li>Execute the Training Plan using experienced trainers.</li> <li>Use site-provided officer training program, curricula, and equipment.</li> <li>Conduct major training activities.</li> <li>Provide workforce training (i.e. professional development, other training such as invoicing and records management).</li> <li>Maintain officer training records documentation.</li> <li>Provide clients with required training status reports.</li> </ul>	<ul> <li>Ensures only site-approved training curricula and equipment are used.</li> <li>Ensures standardization of all officer training activities.</li> <li>Officers continuously assessed.</li> <li>Officer qualification and training documentation maintained using an online database system.</li> <li>All required training deliverables provided on time.</li> </ul>	

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Page 24

CAM #24-0269 Exhibit 1 Page 91 of 135



Regions Security will pay its personnel a minimum of the current living wage, as established by living wage ordinance, during all mandated trainings and described in the scope of services. The Regions Security will provide all required training at no direct cost you.

#### 1. Employee Orientation Training

The clients have the choice to implement an Employee Orientation Program for Regions Security personnel assigned to the Contract. Employee Orientation Training length and content will be solely determined by each client as a mean for the Officers to take on added ownership of the account and get a better understanding of the company culture. Upon completion of Employee Orientation Training, Regions Security will submit invoices for all personnel, who attended said training for the time spent during said training. We can also assist clients put together the orientation course.

#### 2. Site Orientation Training for Security Officers

Regions Security will provide a mandatory site orientation training to all security officers as specified in site specific post orders. Training will be conducted by a Regions Security Project Manager or Site Supervisor. Trainees will not to be in an "active duty" status and may not be placed on duty at that site until said training has been completed. This training will be conducted at each individual site to which the Security Officer is assigned. The measure of success for the training will be the effectiveness with which the trained employee is able to perform post duties.

- General and specific orders for the facility
- Policy and specific procedures for responding to emergency alarms, bomb threats, etc.
- Procedures for access control and operation of the security system within the facility
- National or regional DHS threats
- Behavior pattern recognition

#### 3. Job Enrichment Training



The job enrichment training program will include an approach to the protection of critical assets such as electrical switchgear, plant generation, disinfection systems, and in particular, receipt of and storage of hazardous or toxic chemicals, perimeter fencing, and wiring systems feeding the facilities.

#### 4. Advancement Training

Personnel may become eligible for the next level of security officer by successfully completing a comprehensive security officer course of study. Subsequent to the successful completion of the required courses. All related costs for said training are not passed to the employee.

Regions Security Services, Inc wwwRegionsSecurity.us Tel 305-517-1266

Page 25

CAM #24-0269 Exhibit 1 Page 92 of 135



REGIONS SECURITY IS A PROUD SPONSOR OF SEVERAL TRAINING PROGRAMS FOR OUR ARMED FORCES. UTILIZING OUR OWN TRAINING ACADEMY TO OFFER EMPLOYMENT OPPORTUNITIES TO QUALIFIED VETERANS OF AN MANY OF OUR BRANCHES OF SERVICE.

#### 5. Evaluation of Training

Regions Security can provide a copy of the proposed course of instruction with all materials for review and approval to client's management or designee before contract start date. Representatives of the client or it's Management may visit training classes without notice to monitor the training.

#### 6. Firearms Training (as contractually required)

Regions Security will provide access to a state-licensed firearms training instructor to develop and maintain an ongoing firearms program to meet or exceed the required State of Florida licensing statutes and standards. These instructors will meet all requirement and be directly employed by Regions Security. The typical Firearms training would normally include:

1 Hour of firearms safety and weapons familiarization.

1 Hour of firearms mechanicals.

1 Hour of legal, (statutes laws liability contract specific etc.)

1 Hour of dry fire drills, commands, scenarios etc. along with uniforms, right gear and accessories and proper weapons maintenance.

2) Hours of range time with practice drills & that include the latest changes in law enforcement practices (distances, drills, etc).



Regions Security Services, Inc

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Page 26

CAM #24-0269 Exhibit 1 Page 93 of 135



#### 7. Training for Regions Security Site Supervisors

a. In compliance with all other Contract stipulations requiring that a Regions Security Site Security Supervisor be fully qualified and capable of staffing a post the said Site Supervisors will have met or will meet all Basic Instructional Training requirements prior to providing services at any client site.

b. Regions Security Site Supervisors will be provided sufficient on-site post instruction and provide Site Orientation Training (SOT) to Security Officers assigned to posts within the supervisor's span of control or shift of duty.

c. In addition to the above base requirements for training, Regions Security will provide to all Site Supervisors a minimum of (8) eight hours total of classroom instruction in the development of management and supervisory skills, as outlined below. The classroom instruction component will include a fifty (50) question test, and will require a minimum passing score of 75%:

- Training skill development
- Supervisory responsibilities
- Leadership development
- Authority and control
- Effective communication
- Handling complaints and grievances
- Management skills for supervisory personnel
- Time management
- Motivation
- Ethics
- Security Management/Contract Supervisors relationship



Regions Security Services, Inc

wwwRegionsSecurity.us Tel 305-517-1266

Page 27

CAM #24-0269 Exhibit 1 Page 94 of 135



We continuously train our guards to ensure operational readiness, reduce work errors and improve overall security operations performance (i.e. roll call briefings on training issues and on-duty performance testing).

Regions believes that a well-trained employee better serves the interests of our clients and Regions

Security. Additionally, it has been proven that well trained employees reduce risk, cost of turnover and

A cornerstone of our success has been initial. recurrent and specific training on key aspects of the ever-evolving security field and its applications. This training both instructs and motivates, ensuring the delivery Key to training is the availability of a facility, which can deliver the content and quality of training



required. A way to ensure this was the creation of the Regions Security Academy. Based in Doral, adjacent to Regions Security's office, this facility is a State of Florida licensed facility authorized to provide required State of Florida Class D (and soon Class G) training and certification to security personnel. Training is conducted covering all areas of the state requirements as well as other, more advanced areas including crime prevention, evacuations, crowd control, access control, customer service, screening and detection techniques and devices, reports, forms and protocols.

It is through the experience, initiative and gualifications of our executives, key staff, personnel and resources, that we believe we can be an invaluable asset to your operations. Of course, part of our success has been being available to evaluate needs on a case-by-case process and offer tailored solutions. We look forward to providing you our commitment and interest in your security and overall success.

Activation of these programs require a training policy which has a well-developed training outline and supporting materials which reflect a state-of-the-art and professional curriculum and staff who can effectively impact the trainees so they are technically prepared to handle their assigned duties with

performance excellence. We offer the following tiered approach to our training philosophy.



**Regions Security Services, Inc** 

wwwRegionsSecurity.us Tel 305-517-1266

Page 28

CAM #24-0269 Exhibit 1 Page 95 of 135



Regions Security will provide and ensure that all personnel will constantly wear and use the required uniforms and equipment noted below:

- Light Green, Navy Blue, or White short or long sleeved shirt .
- Dark Green, Navy Blue, or Black trousers .
- Shoulder patch with company's logo and client's logo (optional)
- Company ID and Name Tag
- Silver in color badge
- Silver in color whistle, whistle chain, and hook
- Black neck tie (optional) .
- Black Belt .
- Black Socks .
- Black Shoes .
- Navy blazer, pleated grey pants, white dress shirt, and silk tie (for Concierge Personnel)







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Page 29

CAM #24-0269 Exhibit 1 Page 96 of 135



With the increasing recent criminal activity involving weapons and firearms in facilities such as schools, movie theaters, retail centers and such it becomes more obvious that employers and business owners, as well as educational and medical facilities need to take the time to become better aware and prepared to handle situations such as Active Shooters in order to save lives. Regions Security Services, Inc. (Regions Security ) has the ability to prepare a professional and customized security evaluation and threat assessment of your facility and prepare a training program to address and educate your staff, employees, managers, and administrators on how to best react to these unexpected and dangerous situations.

#### Our unique training techniques involve a very hands-on approach with video and oral presentations as well as table top scenarios to keep everyone focused and engaged as the trainer and presenter poses different possible scenarios and involves the entire group in credible and genuine simulation which can be extremely useful and revealing to all participants.



# FBI statistics show increased activity. The time to prepare is now.

A Study of 160 Active Shooter Incidents in the United States Between 2000 - 2013: Incidents Annually



Active shooter incidents are becoming more common, according to an FBI report released recently.

Regions Security Services, Inc

wwwRegionsSecurity.us Tel 305-517-1266

Page 30

#### CAM #24-0269 Exhibit 1 Page 97 of 135



The study defines "active shooter incident" as one involving "an individual or individuals actively engaged in killing or attempting to kill people in a populated area." An active shooter incident isn't exactly the same thing as a mass killing, which according to a new federal definition involves at least three fatalities. Only 40 percent of the incidents in the FBI report would qualify as mass killings.

Over the past seven years, we've averaged 16.4 active shooter incidents per year -- that's roughly one every three weeks. The study underscores just how fast these things typically happen: Among shootings whose duration could be ascertained, 69 percent were over in five minutes or less, and 36 percent were over in two minutes or less.

The majority of the incidents in the report (60 percent) were over before police could arrive on the scene. That means that the decisions your staff and employees make on their own will be critical to preserving their lives and that of your patrons, students, or guests.

"Even when law enforcement was present or able to respond within minutes, civilians often had to make life and death decisions, and, therefore, should be engaged in training and discussions on decisions they may face"

## Does your business or entity fall in one of these categories?

### A Study of 160 Active Shooter Incidents in the United States Between 2000 - 2013: Location Categories



Regions Security Services, Inc wwwRegionsSecurity.us Tel 305-517-1266

Page 31

CAM #24-0269 Exhibit 1 Page 98 of 135



All employees can help prevent and prepare for potential active shooter situations. This course provides guidance to individuals, including managers and employees, so that they can prepare to respond to an active shooter situation.

This course is not written for law enforcement officers, but for non-law enforcement employees and business owners. The material may provide law enforcement officers information on recommended actions for non-law enforcement employees to take should they be confronted with an active shooter situation.

The FBI Study indicates that in 64 incidents where the duration of the incident could be ascertained, 44 (69.0%) of 64 incidents ended in 5 minutes or less, with 23 ending in 2 minutes or less.

https://www.fbi.gov/news/stories/2014/september/fbi-releases-study-on-active-shooterincidents/pdfs/a-study-of-active-shooter-incidents-in-the-u.s.-between-2000-and-2013

Regions Security can offer you a customized training program for your own staff to learn how to address the active shooter challenges from today's environments. Below are some of the course offerings and goals

### **Course Outline**

- Lesson 4: The Active Shooter Scenario
- Introduction
- Actions for Employee Protection and Safety
- Evacuation
- Hideout
- Respond
- The Role of Law Enforcement
- The Role of Management & Staff
- Lesson 5: Post-Incident Recovery
- Introduction
- Impacts of Workplace Violence
- After-Action Reporting and Lessons Learned
- Post-Incident Management





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Page 32

CAM #24-0269 Exhibit 1 Page 99 of 135



Regions Security Services and you as the client will establish in writing with the written policies and procedures for purposes of providing guidelines governing the Security Officer(s) and the Firm's requirements in accord with your rules and regulations or policies. This specifically includes established policies for reporting observations, reporting incidents, electronic tracking procedures. 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 for financial or budget related purposes and other needs that may arise.

Post Orders will be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Officers of Regions Security employed under this contract will have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. Post Orders define the basic work to be performed by Security Officers at will provide site-specific Post Orders to Regions Security. Regions Security will meet with Security to review and develop site specific Post Orders and will assure that yearly updated copies are available for the duration of Contract, including any extensions or renewals thereof. Regions Security will check each post quarterly for updated Post Orders. Failure in this area may result in a Liquidated Damage and/or Regions Security Non-Performance.

Post Orders may include, but are not limited to, the following:

- Facility/Building information (e.g., operating hours, chain of command)
- Building rules and regulations
- Operation of equipment
- Patrol routes, schedules, and duties
- Vehicular traffic control
- Access control procedures
- Emergency response procedures
- Security and fire control/alarm systems
- Hazardous conditions, inspection/reporting
- Emergency Response
- Procedures for raising, lowering, and half-mast U.S. and other flags
- Safeguard persons and property
- Minimum number of hours for site orientation training



Regions Security Services, Inc

wwwRegionsSecurity.us Tel 305-517-1266

Page 33

CAM #24-0269 Exhibit 1 Page 100 of 135



#### UNIFORMS OPTIONS

Our goal is always to meet and need the tactical and practical goals of each client. Whether a soft, customer service look is appropriate, or a military, full gear is required, Regions Security delivers with ample assortment of gear options and looks to meet the most demanding of environments.





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Page 34

CAM #24-0269 Exhibit 1 Page 101 of 135



Regions Security will furnish security personnel with the required equipment to ensure safety and completeness of duties. Security personnel will be familiar with the use of all equipment.



**OPTIONAL GOLF CARTS & VEHICLES** 

Security personnel will be familiar with the use of automobiles and off-street motorized and nonmotorized vehicles to perform patrol rounds of the premises.



Bicycle



ProxiRover



Electric/Gas Golf Cart



All-Terrain Golf Cart



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Page 35

CAM #24-0269 Exhibit 1 Page 102 of 135



#### 24-Hour Dispatch Center

Regions Security has it's Corporate Headquarters and Central Dispatch Center located right in the heart of Miami-Dade county in the centralized city of Doral. Using both proven communication protocols and the latest technology available in the market today, Regions Security dispatch and supervisory team works closely with the Operation's Management team to

respond to issues as they are communicated by the Officers and Field Supervisory personnel to quickly meet and exceed our client's expectations, often resolving issues before the client even realizes that there is one.

Our proprietary software enables advance features such as location tracking, attendance Check-In / Check-Out records, Online Reporting, Video Conferencing, Voice over IP, Access to Online Post Orders and many more features. The beauty of having our own software is that we can actually customize many of the features to meet specific client's requirements.

With Regions Security you will never reach an After-Hours service who is not aware of your needs, you will never have to page or "beep" anyone. All calls are professionally handled locally by a well



trained staff that is familiar with all of our clients and with each of their unique needs.

An Emergency Call Tree is available for each of the clients allowing the Dispatchers to know exactly who needs to be contacted when emergencies occur and depending on the nature of the incident.

Regions Security Dispatch Center is backed up by a contingency energy plan and equipment that allows the center to maintain full operation of it's systems and communications throughout a power

outage due to foul weather or storm. Dispatchers are able to continue to operate without disruption of service. Our Dispatchers are carefully vetted to be fully bi-lingual, highly articulate and well versed in problem solving and conflict resolution techniques.



Regions Security Services, Inc

wwwRegionsSecurity.us Tel 305-517-1266

Page 36

CAM #24-0269 Exhibit 1 Page 103 of 135



### **TECHNOLOGY – ONLINE REPORTING SYSTEM**

Regions Security will be supplying our On-Line Reporting Tablet with dedicated software to bring efficiency in the day to day security duties. By using our On-Line Technology tablet, Regions Security will be able to manage crucial customer data, track guests and vendors, run incident, shift and tour reports and more importantly. send reports in real-time with a dedicated Wi-Fi signal. Our main goal is to increase overall efficiency, eliminate unnecessary paperwork and save money.



urity Services, Inc. 12th Street Suite 30

#### Shift Activity Reporting

Our Shift Activity Reporting Module is used by security personnel to document their activities during their shift. From enforcing the rules and regulations, to identifying an unlocked door or window, and even receiving a complaint from someone, we can easily track their activities.

#### Incident Reporting

Our Incident Reporting Module is unique. It's an actual incident report with a step by step guide process. Before an Incident Report is sent it will show an Incident Report Summary allowing security personnel to verify all the information. Lastly, our security personnel will be able to upload pictures to assist in the incident documentation phase for back-up purposes and further clarification.

#### Administration Portal

In our Administration Portal, we can run statistical reports including pie charts that show the different types of incidents such as.

- Accident
- Alarm .
- **Disorderly Activity** .
- Information .
- Medical Emergency .
- **Property Inspection** .
- Violation .
- Other



Efficiency is what it's all about!

**Regions Security Services, Inc** 

wwwRegionsSecurity.us Tel 305-517-1266

Page 37

CAM #24-0269 Exhibit 1 Page 104 of 135



## TECHNOLOGY – REAL-TIME SECURITY MANAGEMENT SYSTEM Security Management Software Features



## Easy Reporting

With just the touch of a few buttons, Officers are able to complete a full detailed Incident Report and Shift Activity Report.

Additionally, our SOS online reporting system allows Officers to register everything that happens during their Shift, as often as necessary with full details, and SOS, will automatically notify the Site Managers and/or administrators on a daily, weekly, by-weekly or

## User-Friendly Menu

Through this complete but easy to use menu the Officers are able to:

- Log In Used for attendance purposes, the system monitors their shift entry time and breaks.
- Shift Activity Reports -No longer do you have to wait until the next day to view what activity the Officer completed. These reports are available to Management in real time through the client portal.
- Incident Reports No more confusing or hard to read hand written reports, the Officers include photos of the incidents to fully document what is happening on site.
- Tour System Officers use printed QR Checkpoints to document their presence in any particular location using GPS and in real time.
- Post Orders Officers have online access to Post Orders to review the approved Instructions and react appropriately to each situation.

### Regions Security Services, I... =

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Shift Activity





Tour



Incident Report

Parking Violation

Maintenance report









Rules & Regulations









Search

SOS Panic Alert My Activity

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Tel 305-517-1266

Page 38

CAM #24-0269 Exhibit 1 Page 105 of 135



Preselected or Customized incidents according to your property needs. With the Regions Online Reporting System, YOU are always in the loop.

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☆ secure-sos-online.com/	Select Incident Type
SOS David Rodriguez	Accident
Cancel New Incident Report Next	Alarm
General Information	Disorderly Activity
Incident Type	Information
Select Incident Type	intormation
Incident Date	Noise Complaint
06/01/2015	Property Inspection
Incident Time	Troperty inspection
9:00 AM	Suspicious Activity
	Theft

Person Involved? Write his or her full information or a description if he or she is not able to provide you with any requested identification. Our Incident Reporting Module will ask for an Incident Description that must have something written such as (Who, What, Where, When, Why) in case nothing was written in the previous fields, and it will not allow Users to continue to the next section until something is actually written in this step.

Regions Security Services, Inc wwwRegionsSecurity.us Tel 305-517-1266

Page 39

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CAM #24-0269 Exhibit 1 Page 106 of 135



With real time GPS monitoring the actual location is recorded during each tour.



**Regions Security Services, Inc** 

wwwRegionsSecurity.us Tel 305-517-1266

Page 40

#### CAM #24-0269 Exhibit 1 Page 107 of 135



## SAMPLE INCIDENT REPORT



Regions Security Services, Inc. 7925 N.W. 12th Street Suite 306 Doral, Florida 33126 Tel: 305-517-1266 Email: info@regionssecurity.us

Incident Report

incident Ref#:	00010064000169
Reported by:	Jose A. Gomez
Site Name:	Boca Village Corporate Center
Site Address:	4855 Technnology Way, Boca Raton, Florida 33431
Date / Time:	05/28/2015 08:15:00
Incident Type:	Alarm

#### **Emergency Responder**

N/A

#### Property(s) Invloved

Property Ref #1: Boca Village Corporate Center.

Vehicle(s) Invloved

N/A

#### Person(s) Invloved

N/A

#### Incident Description

At approximately 0815 hrs., I, Officer José Antonio Gómez, while on post at lobby, heard a beeping noise. I, officer J. A. Gómez, went to the Fire Alarm Control Panel room, where I observed that the alarm panel was the one beeping. The panel's icd was showing the following announcement:

incident Ref#:	00010064000169
Reported by:	Jose A, Gomez
Site Name:	Boca Village Corporate Center
Site Address:	4855 Technology Way, Boca Raton, Florida 33431
Date / Time:	05/26/2015 08:15:00
Incident Type:	Alerm

#### Incident Photos



**Regions Security Services, Inc** 

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Page 41

CAM #24-0269 Exhibit 1 Page 108 of 135


No more uncommitted employees, if they are not busy you will know, if they are not doing their job Regions Supervisory personnel is notified and you will know as well.





# VOICE OVER IP: (VOIP)

The device is fully compatible with a Voice Over IP and it's assigned a telephone number, this allows the Officers to remain in contact with key emergency personnel, residents can call him/her if they need assistance, Managers can contact the Officer for last minute instructions, and the Officers can immediately call for help to local authorities if needed.



# Video Conferencing



Officers can Video Conference with Management, Operations personnel or the Supervisory team when needed to quickly resolve situations.

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Page 42

CAM #24-0269 Exhibit 1 Page 109 of 135





# TECHNOLOGY - CCTV & ACCESS CONTROL SERVICES.



WE PROVIDE, INSTALL AND SERVICE:

- ACCESS CONTROL ARMS
- GATES, DIALERS
- SECURITY BARRIERS
- ACCESS CONTROL SOFTWARE
- CCTV CAMERAS AND SYSTEMS
- DVR & CLOUD RECORDERS





Now more than ever Law Enforcement and insurance companies rely on video footage to provide valuable information regarding crimes and claims.

OF

Are you tired at looking at footage that brings poor quality and little information? Does your property have cameras with low resolution or that are over 5 years old?

Let the Regions Security experts provide you a no-cost evaluation and proposal.

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Page 43

CAM #24-0269 Exhibit 1 Page 110 of 135



SIDEHOUSE



# TECHNOLOGY – PLATETRAK INTELLIGENT VIDEO MANAGEMENT



Regions Video Management Software (VMS) is an advanced application, flexible and customizable IP Video Management platform to create tailored networked video solutions. Compatible with all mayor video cameras and operating systems

(Windows, Linux & MACos).



**Simplicity** Intuitive implementation is one of the most important elements to ensure our users navigate through the software with ease. Whether it is software installation, server configuration, recording setup, layout creation, or sharing of your system with PLATEtrak Sync, everything is designed with simplicity in mind.



**Reliability** You cannot afford to lose any video from an incident and that is why you need a reliable security surveillance solution. PLATEtrak is loaded with features to help your system capture and record every moment with minimum downtime. Multi-server redundant fail-over option can be is built into the software to be used and can be activated with only a few clicks.



**Remote** PLATEtrak Sync allows you to share your system without having to know any in-depth knowledge of the network. With PLATETRAK TRAK Sync you can easily remote access or share the system. PLATETRAK Mobile app lets you view live video and playback recordings from your smart devices. Supports both iOS and Android.



**Regions Security Services, Inc** 

wwwRegionsSecurity.us Tel 305-517-1266

Page 44

#### CAM #24-0269 Exhibit 1 Page 111 of 135





Regions Virtual Guard Center success is achieved with a trained professional staff that delivers excellent service. Our Virtual Guard Center operates 24x7x365 using High-Definition video cameras and smart software analytics. We establish rules for possible scenarios with your input. The evolution of Security Technology with superior resolution and smart software, has made this option more affordable. With Virtual

Guard Monitoring Services, we can secure your buildings, communities, open lots, construction sites or many other applications. We sell, install, service and maintain your entire security system and match the best guards to your business needs. Our Virtual Guard Kiosk includes a two-way Intercom, a proprietary Driver's License reader and all the technology to document visitor's information and vehicle data.

Your Virtual Guard & System will manage your Guardhouse by performing:

- Greeting and attending Visitor's request for access.
- Proprietary Kiosk System interfaces with web-application and automatically captures data from . Visitor's Vehicle; Driver's License and QR Reader: License Plate Number, Vehicle Class, Make and Color. Driver's License Number, Full name, Address, Birth Date, Sex, Height, etc. Smart Phone QR: Upon Code Confirmation the Visitor is Allowed Access.
- Visual confirmation to make sure all automatically collected data matches. .
- Contact resident to deny or grant visitor access to the community. .
- Use all selected cameras and video analytics with programmed video rules to alert guard to manage any established rule violation.
- Upon any confirmed threat, contact management and local law enforcement as defined by community guard protocol and procedures.
- Your Virtual Guard can use optional powerful loud horns to confront trespasser by talking or playing prerecorded messages like police sirens.







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wwwRegionsSecurity.us Tel 305-517-1266

Page 45

CAM #24-0269 Exhibit 1 Page 112 of 135



# TECHNOLOGY - VEHICLE DATA CAPTURE AND DECODING



Residential communities and commercial buildings can now improve surveillance services and lower guard costs. With new technology that captures and retrieves data in real-time for vehicles entering any facility, even at high speeds. The system will decode each license plate, provide class, make, and color for vehicles. All captured data, images and even a short video, are automatically saved in your video server to allow for smart playback. The information can be stored for several months and can be searched by vehicle tag number, class, make and

color. Once the target vehicle is found, the image can be retrieved as well as the video recorded when the vehicle entered the facility. Providing this information to the proper authorities, can deliver results that are hard to attain otherwise without this vehicle intelligent software. Regions does not guarantee that all license plates will be readable by the system especially, if they are blocked in some way, missing or damaged. Consumer acknowledges that license plates which are "unreadable" is due to no fault of the system. Consumer should have a back-up system in place for those occasions when a plate cannot be read accurately.







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Page 46

#### CAM #24-0269 Exhibit 1 Page 113 of 135



# TECHNOLOGY - RESIDENT VISITOR MANAGEMENT APP





-Fast Access registration of Community general service providers -Easy Guest Registration Collecting all the required data from the driver and Vehicle

-Fast Permanent Visitor registration using the permanent visitors Realtime list

-Residents info validation and processing with new or rental vehicles

-Fast QR Guest Invitation processing +Scan and Processing

1 Identify Visitor and Visited unit

2 Scan Driver's License To collect the required driver's info

3 Process Driver as Guest, Permanent Visitor,

Resident, Vendor or Contractor

4 Register Vehicle Make using the permanent visitors Realtime list

5 Register Vehicle Color using the permanent visitors Realtime list

6 Request or Grant Access

**Regions Security Services, Inc** 

wwwRegionsSecurity.us Tel 305-517-1266

Page 47

CAM #24-0269 Exhibit 1 Page 114 of 135



## TECHNOLOGY – SCHEDULING AND ACCOUNTABILITY

Our industry is all about people, staffing and managing trained personnel to adequately provide our clients with qualified security officers that meet the requirements to fulfill a specific security need. Managing hundreds of Officers, ensuring that the assignments not only meet the client requirements but that also meets the Officer's availability, keeping accurate records of their worked hours and tying it all together for accurate billing and payroll can be a daunting task.

Regions Security relies on the proven track record of specialized software that allows our Operations and Accounting Departments to simultaneously manage this data. Our selected software also keeps track of expiring licenses, achieved training records, Officers emergency contacts, and helps to reduce overtime by allowing dispatchers to first contact employees that have not yet reached their full-time status to fill in for extra coverage as requested.

All of this simply translates to: Accurate Billing, Accurate Payroll, Officers who are not overworked, higher efficiency, well maintained training and attendance records.

This modern workforce management solutions is deployed by Regions Security at every site to provide enterprise-class technology that streamlines our business processes and reduces costs and encourages better managed employees.





Celayix Software Workforce Management Solutions

"As a client, you probably won't ever notice that is there, but that's precisely the point. This software allows Regions correct and accurate staffing of security personnel that math the required training, certifications, and client profile"

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#### CAM #24-0269 Exhibit 1 Page 115 of 135



# **TECHNOLOGY – CCTV REMOTE MONITORING**

Regions Security Guard can be contracted to remotely observe any CCTV Systems and to monitor the activity of assigned properties.

The Officers are trained to quickly notify the Police Department immediately upon observance of any intruders or observed criminal activity on the secured premises.





You can take the pressure off your own business security by ensuring that there is always somebody keeping a watchful eye on your assets. Regions Security's highly experienced team to install and provide a remote CCTV Monitoring service for your site.

Beyond just simply offering a watchful eye, we can build the best maintenance and monitoring packages to fit your business needs. Whether you have an individual company or multiple locations on a regional or national scale we can offer the coverage that is constantly ensuring your business is secure.

Regions Security's operators can immediately contact the emergency services, the named keyholder, or whoever you need them to contact, to ensure that they are acting on any incident. Reports can also be created and sent to the relevant parties if they need to be.

Regions Security Services, Inc

wwwRegionsSecurity.us Tel 305-517-1266

Page 49

CAM #24-0269 Exhibit 1 Page 116 of 135



# Regions manages Transition as a project using the principles established by the Project Management Institute's Book of Knowledge (PMIBOK). Regions has a proven record of successful on-time transitions for over 100 security services projects, which has included recruiting, hiring,

training, certifying, equipping, and fielding hundreds of officers for various different contracts.

## **Regions Transition Approach:**

The key elements of a seamless contract transition based on Regions own transition experience combined years of Federal contract transition experience include: (1) upfront communications with the Client; (2) use of a dedicated transition team; (3) use of a detailed transition schedule; (4) prompt communication and hiring of incumbents, (5) rapid recruitment, screening, hiring, and training of replacement personnel; (6) implementation of Regions turn-key security operations approach; and (7) regular transition status briefings with client's officials.

Regions manages transition as a project and uses a dedicated transition team that will support the security supervisors. With the Regional Manager leading the transition team, our Site Supervisors can focus their efforts on ensuring that operations meet all contract requirements and customer expectations, as opposed to being sidetracked by the myriad of transition details.

We also identified potential transition issues and included mitigation strategies to ensure a seamless transition as summarized below.

Potential Transition Risks and Regions Mitigation Strategies				
Potential Risk	Possible Effects	Regions Solution		
Disruption of existing operations	<ul> <li>Impact continuity of operations</li> <li>Failure to meet site technical, cost, schedule requirements</li> <li>Workforce not ready on Day 1</li> <li>Incumbent employee morale issues</li> </ul>	<ul> <li>Use of dedicated transition team</li> <li>Client -approved transition timeline schedule</li> <li>Close coordination with Client</li> <li>Regular transition status meetings</li> <li>Prompt hiring of incumbent officer workforce.</li> </ul>		
Unable to Field Security Officer workforce	<ul> <li>Officer recruitment/hiring delays</li> <li>Potential officer licensing issues</li> <li>Unable to assume post duties</li> <li>Potential delay of other resources</li> </ul>	<ul> <li>Regions recruitment and hiring process</li> <li>Regions turnkey officer training program</li> <li>Regions transition plan and schedule</li> <li>Regular transition status meetings with client</li> </ul>		
Not Ready to Takeover Contract on Day One	<ul> <li>Security force not fully qualified</li> <li>Unable to staff posts on Day 1</li> <li>Uniform and equipment issues</li> <li>Project Mgt systems not in place</li> <li>Key personnel not in place</li> </ul>	<ul> <li>Lessons-learned from previous transitions</li> <li>Regions turnkey security ops approach</li> <li>Rapid recruitment/hiring of workforce</li> <li>Transition training plan and schedule</li> <li>Transition plan for uniforms and equipment</li> </ul>		

Regions Security Services, Inc

wwwRegionsSecurity.us Tel 305-517-1266

Page 50

CAM #24-0269 Exhibit 1 Page 117 of 135

# Armed / Unarmed Security Professionals

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Based on our detailed analysis, Regions will be able to transition security operations at your site within 30 days of the notification of its intent to award with no interruption or degradation in service.

Part I. Risk to Completing Transition	Pre- Mitigatio n Risk	Why Regions presents Zero Risk/Mitigation Strategy	Post Mitigation Risk
Completing Transition is at risk due to the small businesses' limited experience and lack of available transition resources required to achieve Full Operations within the 30- day Transition window.	e small businesses' limited successfu perience and lack of available governm nsition resources required to has access nieve Full Operations within the 30-		Low
Completing Transition is at risk when new guards need to be hired, vetted and trained within the 30-day Transition window.	High	Plan A uses two strategies; 1), Regions will offer and attempt to hire all incumbent employees, 2) Our new hire ready pool of employees. By carefully screening initial new hires, including having them undertake background checks, drug screens and medical evaluations, Regions will shorten the normal on-boarding time line.	Low
Completing Transition is at risk when new guards need to be hired, vetted and trained within the 30-day Transition window.	High	Plan B: Regions maintains 175 active employees in the Miami area and some of these current employees will be cross-trained to your standards.	Low
Completing Transition is at risk because the contractor is not able to provide all Key Personnel and staff to support screening operations.	Medium High	This risk is fully mitigated if the Client awards to Regions because our team will use the existing highly experienced key personnel.	Low
Completing Transition is at risk because a contractor does not have the program management skills to execute the transition.	High	This risk is fully mitigated if Client awards to Regions because our team has the experience of performing over 60 security transitions.	Low
Completing Transition is at risk because the contractor does not have a proven uniform vendor that can provide quality uniforms in a timely manner.	Medium	This risk is fully mitigated if Client awards to Regions because our team will use existing uniform vendors which have provided thousands of uniform pieces to our current workforce	Low
Completing Transition is at risk because the possibility exists that a Hurricane could strike the Miami area during the 30-day transition period.	Low	This risk is mitigated to an acceptable level since Florida-based Regions has extensive experience with hurricanes and has developed a time-tested hurricane readiness process and Hurricane Response Plan to help ensure continued transition operations.	Low

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Page 51

CAM #24-0269 Exhibit 1 Page 118 of 135



# Transition Plan Schedule and Timeline:

Regions transition activities along with our transition timeline for a nominal 30-day contract transition, is provided below. The timeframe from notice of award & approval is also addressed and assumes no waivers or deferrals of any contract requirements.



**Key Transition Activities:** Regions transition approach is broken down into key transition activities, which was used as the basis for developing our Work Break-Down Structure (WBS) and Transition Schedule Timeline, which is provided at the end of this section.

Task	Start Date		
Major Milestones	Milestone		
Phase I Transition Activities – Notice of Award	Notice to Award		
Phase II Transition Activities – Post-Award	<b>Client Approval</b>		
Human Capital Management (Hiring and Staffing)	Day 1		
Logistics (Uniforms, equipment, facilities)	Day 1		
Training (New-hire, Supervisor, Training Records)	Day 5		
Support Services	Day 5		
Operations	Day 10		
Performance Assurance	Day 10		
Phase III Transition Activities – Contract Assumption	Day 30		

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Page 52

#### CAM #24-0269 Exhibit 1 Page 119 of 135



Regions Security Services, Inc

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Page 53

CAM #24-0269 Exhibit 1 Page 120 of 135

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Regions Security Services, Inc

wwwRegionsSecurity.us Tel 305-517-1266



# **COMMERCIAL & GOVERNMENT REFERENCES**

# **BB** University - Butters Realty & Management

Property Manager: Sara Prieto Address: 3111 North University Drive, Coral Springs, FL Phone: (954) 312-2424 Email: sprieto@butters.com Description: Front Desk Officers



Controller: Alina Allen Address: 4770 Biscayne Blvd, Miami, FL Phone: (786) 245-2322 Email: aallen@hudcap.com Description: Front Desk Officers

#### The Current Miami

General Manager: Evelyn Mercado Address: 9250 W. Flagler St., Suite 140 Miami, FL Phone: (786) 762-3444 Email: emercado@thecurrentmiami.com Description: Front Desk Officers & Technology

#### United States Department of Agriculture

Contracting Officer: Rose Lopez Address: 5600 NW 36 Street, Miami, FL Phone: (786) 714-3403 Email: rose.m.lopez@usda.gov Description: Gatehouse & Front Desk Armed Officers

#### The Alhambra

**Operations Manager: Hector Siles** Address: 2 Alhambra Plaza, Coral Gables FL Phone: (305) 903-7314 Email: Hector.Siles@transwestern.com Description: Roving, Front Desk Officers & Technology



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Page 55

CAM #24-0269 Exhibit 1 Page 122 of 135















October 15, 2019

Mr. Jose Rubio, Regional Operations Manager REGIONS SECURITY SERVICE, INC. 1100 N.W. 73rd Ave Miami, Florida 33126 Email: jrubio@regionssecurity.us

Letter of Reference

Dear Mr. Rubio:

This letter of reference confirms that Regions Security Services, Inc. has been providing Armed Security Guard Services to the Town of Palm Beach and its Marina on a continuous basis starting on October 2015 and currently continues.

If there are any questions please call Eugene M. Bitteker, Purchasing, at 561-227-7006 or ebitteker@townofpalmbeach.com.

Respectfully,

Eugene M. Bitteker

Eugene Bitteker Buyer

Regions Security Services, Inc

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Page 56

CAM #24-0269 Exhibit 1 Page 123 of 135

# Armed / Unarmed Security Professionals

## ADDITIONAL PAST GOVERNMENT REFERENCES & EXPERIENCE

#### **City of Miramar**

Description: Armed/Unarmed Access & Roving Guard Services at multiple sites Degree of Public Contact: High (Daily and Constant) Address: 2300 Civic Center Place Miramar, FL 33025 Contracted Weekly Hours of Service: 220 HPW Cost of Project: \$800,000.00 Contract Term: April 2016 to April 2020 Procurement Manager, Natalie Richmond Phone: (954) 602-3196 Email: <u>narichmond@miramarfl.gov</u> Contractor Type (Prime or Sub): Prime Results of the project: Successful and ongoing.

#### City of Dania Beach

Description: Armed/Unarmed Access control, Roving Guard Services Degree of Public Contact: Medium to High (Daily and Constant) Address: 1201 Stirling Road, Dania Beach, FL 33004 Contracted Weekly Hours of Service: 273 HPW Cost of Project: \$1,100,000.00 Contract Term: August 2016 to August 2021 Contract Manager: Ms. Ana Garcia City Manager Tel. 305-972-0872 Email: <u>agarcia@daniabeachfl.gov</u> Contractor Type (Prime or Sub): Prime Results of the project: Successful and ongoing.





City of North Miami Beach Procurement Manager: Laurie Williams Address: 17011 N.E. 19th Ave., North Miami Beach, FL 33162 Phone: (305) 354-4461 Email: Laurie.Williams@citynmb.com Contract Number: 2012-26.1 Description: Armed/Unarmed Access & Roving Guard Services at multiple sites such as manning two police gates, the Operation Center, water treatment facilities, and special event coverage Duration: Completed (Ended after several renewals) Accomplishments: Developed a Security Plan that improved the protection of employees, residents, and guests throughout all facilities within the City of North Miami Beach. Cost of Project: 760 Thousand from 03/2013- 03-2016



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Page 57

CAM #24-0269 Exhibit 1 Page 124 of 135



# Other Company Highlights and Considerations

#### Respecting the Current Workforce

If the City of Fort Lauderdale wishes, Regions Security can make an offer employment to current guard personnel (pending employees meeting Regions suitability standards) to fill projected staffing requirements if the client wishes.

#### Low Risk Transition

Regions has successfully transitioned over 150 security services contracts on time and without incident and without missing a transition deadline. Our proven transition approach includes managing transition as a project using a resourceloaded transition schedule to ensure that all required transition activities are scheduled and managed with weekly transition schedule status updates provided to the City of Fort Lauderdale.



company.

#### Current and past project information

Regions has managed large and small armed and unarmed contracts in South Florida since 2010. Relevant current and past project security experience including the following contracts:

Regions provides armed and unarmed licensed security officers who perform security services for the City of Miramar at multiple locations. The contract scope includes protecting government infrastructure, property, and employees; controlling access and screening authorized personnel at government facilities and other City property; and processing visitors. Regions Security maintains security checkpoints and patrols assigned locations on foot or by vehicle when and where required by the City. Officers also conduct property searches and inspections of facilities, personnel, and vehicles entering government facilities.

Regions has provided armed and unarmed licensed guards for the City of North Miami Beach and the City of Hollywood. Managing security operations at multiple locations with dual security requirement split between the police and Regions, requiring high levels of communication and coordination.

Regions provides armed security professionals for the United Stated Department of Agriculture. The contract scope includes protecting property, assets, and employees; controlling access and screening authorized personnel at buildings and processing visitors. Regions Security maintains security checkpoints and patrols assigned locations on foot. Officers also conduct property searches and inspections of facilities, personnel, and vehicles entering facilities.

Regions provided perimeter security to WRS Compass who was awarded a \$10.8 million contract in 2013 with the Jacksonville District of the U.S. Army Corps of Engineers to perform the Herbert Hoover Dike Rehabilitation Project in Palm Beach County, Florida.

Regions was awarded an unarmed guard contract with the City of Dania Beach Golden Isles District with a similar job task designation and post orders as the ones presented for any of the City locations.

Page 58

CAM #24-0269 Exhibit 1 Page 125 of 135



#### **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.

N/A

NAME	<b>RELATIONSHIPS</b>
· · · · · · · · · · · · · · · · · · ·	

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.

David Rodriguez-Baez	Area Manager
Authorized Signature	Title
David Rodriguez-Baez	09-27-2023
Name (Printed)	Date

Rev 09-2022

CAM #24-0269 Exhibit 1 Page 126 of 135



#### CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed nonresponsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Authorized Signature

David Rodriguez-Baez, Area Manager

Print Name and Title

09-27-2023

Date



# **CONTRACT 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 credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

\_\_\_\_ MasterCard

🖌 Visa

# Regions Security Services, Inc.

**Company Name** 

David Rodriguez-Baez	David Rodriguez-Baez David Rodriguez-Baez			
Name (Printed)	Signature			
Area Manager	09-27-2023			
Title	Date			



#### 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: <u>https://library.municode.com/fl/fort\_lauderdale/codes/code\_of\_ordinances?nodeld=COOR\_CH2</u>

<u>https://library.municode.com/fl/fort\_lauderdale/codes/code\_of\_ordinances?nodeld=COOR\_CH2</u> AD\_ARTVFI\_DIV2PR\_S2-186LOBUPR

**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:

- 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.
- 2. 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.
- 3. 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.
- 4. Class D Business shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.



## LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1)		is a <b>Class A</b> Business as defined in City of Fort Lauderdale Ordinanc No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale currer year Business Tax Receipt <u>and</u> a complete list of full-time employee and evidence of their addresses shall be provided within 10 calenda days of a formal request by the City.		
	Business Name			
(2)		is a <b>Class B</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt <u>or</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.		
	Business Name			
(3)		is a <b>Class C</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.		
	Business Name			
(4)		requests a <b>Conditional Class A</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.		
	Business Name			
(5)		requests a <b>Conditional Class B</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification		
	Regions Security Services, Inc.	of intent shall be provided within 10 calendar days of a formal request by the City.		
	Business Name			
(6) \]	Regions Security Services, Inc.	is considered a <b>Class D</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local		
X	Business Name	Preference consideration.		

BIDDER'S COMPANY: Regions Security Services, Inc.				
	David Rodriguez-Baez	( )	09/27/2023	
	PRINT NAME	SIGNATURE	DATE	

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## DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed at the time of bid submittal.

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

A) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, or State of Florida active registration and/or

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 disadvantaged business preference.

# THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <u>https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883</u>

#### Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a nonresidential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a nonresidential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

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### DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1)	Business Name	is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
(2)	Business Name	is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
(3)	Business Name	is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
(4)	Business Name	is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.
(5) 人	Regions Security Services, Inc. Business Name	is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.
BID	der's company: Regi	ons Security Services, Inc.

AUTHORIZED COMPANY PERSON	David Rodriguez-Baez	Que	K	09/27/2023
	PRINT NAME	SIGNATURE	$\overline{\mathcal{O}}$	DATE

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# **E-VERIFY AFFIRMATION STATEMENT**

Solicitation/Bid /Contract No: Event 184

Project Description:

Security Guard Services

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Regions Sec	urity Services, Inc.
Authorized Company Person's Signature:	Digitally signed by David Rodriguez-Beez DN: cn-David Rodriguez-Beez, u-Regions Security Services Inc., con-Regions Security Services Inc., cmsH-drodiguez@regionsecurity.us. c-US Date: 2023.09.27 12:06:59 -04'00'
Authorized Company Person's Title: Area Manager	
00-27.2023	

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

# REFERENCES

A minimum of three (3) references shall be provided. It is the responsibility of the Bidder/ Proposer to ensure that the information provided is accurate and current. The City may find your firm non-responsive for providing wrong and or outdated information. Additional references may be provided on a separate page.

Company Name:	United States Department of Agriculture		
Address:	5600 NW 36 Street, Miami, FL		
Contact Person:	Rose Lopez		
Title:	Contract Manager		
Phone #:	(786) 714-3403		
Email:	rose.m.lopez@usda.gov		
Contract Value:			
Year(s):	2015- Present		
Description:	Gatehouse & Front Desk Officers		
	Access Control and CCTV Monitoring		
	Armed and Unarmed		

Company Name:	Town of Palm Beach		
Address:	360 S County Road Palm Beach, Florida 33480		
Contact Person:	Mr. Mike Horn		
Title:	Dock Master		
Phone #:	561-838-5485		
Email:	mhorn@townofpalmbeach.com		
Contract Value:			
Year(s):	2017-2020 and then again from 2021 to present		
Description:	Armed Security Roving and Foot Patrols		
•	Access Control - Patron Customer Assistance.		

Company Name:	City of Hallendale Beach		
Address:	400 South Federal Hway Hallendale, FI 33309		
Contact Person:	Capt Megan Jones		
Title:	Police Captain and Contract Manager		
Phone #:	954-457-3026		
Email:	mjones@hallendalebeachfl.gov		
Contract Value:	······································		
Year(s):	2017 to Present		
Description:	Armed and Unarmed Gate House Access Control and		
·	CCTV Monitoring		

#### **CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION**

<u>Please Note:</u> It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the **second second sec** 

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) Registration	EIN (Optional): 27 2169908	
Address: 1100 NW 72nd Ave.	<u>.</u>	
City: Miami		State: FIZip: <u>33126</u>
Telephone No.: <u>305-517-1266</u>	FAX No.: <u>305-517-1267</u>	Email: drodriguez@regionssecurity.us

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 20 days

Total Bid Discount (section 1.05 of General Conditions): 0.00

Check box if your firm qualifies for DBE (section 1.09 of General Conditions):

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

| Addendum No. Date Issued |
|--------------------------|--------------------------|--------------------------|--------------------------|
|                          |                          | <u> </u>                 | <u> </u>                 |
|                          |                          | <u> </u>                 |                          |
|                          |                          | <u> </u>                 |                          |
|                          | <u> </u>                 |                          |                          |
|                          |                          |                          |                          |

<u>VARIANCES</u>: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response 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.

N/A

The below signatory 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/proposal. 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. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent'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:

David Rodriguez-Baez Name (printed)

09-27-2023 Date

Signature

Area Manager

Title

revised 09-2022

CAM #24-0269 Exhibit 1 Page 135 of 135