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Solicitation 12237-895

Airport Security Services

Bid Designation: Public



City of Fort Lauderdale



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Bid 12237-895 Airport Security Services

12237-895
Airport Security Services
Dec 27, 2018 11:04:37 AM EST
Feb 12, 2019 2:00:00 PM EST
Jan 29, 2019 5:00:00 PM EST
Laurie D Platkin, CPPB
Procurement Specialist II
Finance - Procurement Division
954- 828 -5138
lplatkin@fortlauderdale.gov
Jan 16, 2019 11:00:00 AM EST Attendance is optional Location: Fort Lauderdale Executive Airport Small Conference Room 6000 NW 21st Avenue Fort Lauderdale, FL 33309

Addendum # 1

New Documents Addendum 1.pdf

Changes were made to the following items: Airport Security Services

Description

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide security guard services at the City's Executive Airport and Downtown Helistop for the City's Transportation and Mobility Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

Added on Jan 3, 2019: ADDENDUM 1

Per Question 1: Providing copy of current contract 545-11298 Airport Security Services.

All other terms, conditions, and specifications remain unchanged.

Added on Jan 23, 2019: ADDENDUM 2

This addendum is being issued to make the following change(s):

1) Per Question 7: Providing Operational Expenses for 2017-2018.

2) Providing copy of sign in sheets from Pre-Bid Meeting.

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All other terms, conditions, and specifications remain unchanged.

Addendum # 1

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide security guard services at the City's Executive Airport and Downtown Helistop for the City's Transportation and Mobility Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2 Submission Deadline

Sealed proposals shall be delivered during the City's normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than the date and time specified, at which time and place the proposals will be publicly opened and the names of the firms will be read. After the deadline, proposals will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

1.3 Pre-proposal Conference and Site Visit

There will be a pre-proposal conference and/or site visit scheduled for this Request for Proposal at the Fort Lauderdale Executive Airport, 6000 NW 21st Avenue, Fort Lauderdale, FL 33309 on January 16, 2019 starting at 11:00 a.m. in the small conference room. It is strongly suggested that all Contractors attend the pre-proposal conference and/or site visit.

While attendance is not mandatory, <u>tours at other times might not be available</u>. It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractors attend the pre-proposal meeting and/or site visit.

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

1.4 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

1.5 Point of Contact

For information concerning <u>procedures for responding to this solicitation</u>, contact Sr. Procurement Specialist, Laurie Platkin, CPPB at (954) 828-5138 or email at <u>lplatkin@fortlauderdale.gov</u>. Such contact shall be for clarification purposes only.

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

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 08/18) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BidSync 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 BidSync 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 BidSync as a separate addendum to the RFP. 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

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

2.4 Proposer's Costs

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

2.5 Pricing/Delivery

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

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

Prices proposed shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and proposer.

2.6 Invoices/Payment

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

2.7 Related Expenses/Travel Expenses

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

2.8 Payment Method

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

2.9 Mistakes

The consultant shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant 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 consultant from liability and obligations under the Contract.

2.10 Acceptance of Proposals / Minor Irregularities

- **2.10.1** The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal 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 respondent an advantage or benefit not enjoyed by other respondents, 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 a Request for Proposal.
- **2.10.2** The City reserves the right to disqualify Proposer 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 Proposer.

2.11 Modification of Services

- **2.11.1** While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.
- **2.11.2** 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 RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.
- 2.11.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer 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 Proposer thirty (30) days written notice.

2.11.4 If the Successful Proposer 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 Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.12 No Exclusive Contract

Proposer 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.

2.13 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

2.14 Responsiveness

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

2.15 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.

2.16 Minimum Qualifications

Proposers shall be in the business of airport security and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

- **2.16.1** Proposer or principals shall have relevant experience in airport security. Project manager assigned to the work must have experience in airport security and have served as project manager on similar projects.
- **2.16.2** Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of

a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

- **2.16.3** 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.
- **2.16.4** 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.

2.17 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 https://www.fortlauderdale.gov/home/showdocument?id=6036.

2.18 Local Business Preference

- **2.18.1** 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 proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:
- **2.18.2** Upon formal request of the City, based on the application of a Local Business Preference the Proposer 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 proposer 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.
- **2.18.3** Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.
- 2.18.4 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=CO</u> <u>OR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR</u>

2.18.5 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.

2.19 Protest Procedure

- 2.19.1 Any Proposer or Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the director of procurement services division (director), by delivering a letter of protest to the director within five (5) days after a notice of intent to award is posted on the city's web site at the following link: <u>https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award.</u>
- **2.19.2** 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=CO_OR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR</u>

2.20 Public Entity Crimes

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

2.21 Subcontractors

- **2.21.1** 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 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.
- **2.21.2** 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 shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

2.21.3 Contractor shall require all of 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.

2.22 Proposal Security – N/A

2.23 Payment and Performance Bond – N/A

2.24 Insurance Requirements

- **2.24.1** 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 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.
- **2.24.2** 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.
- **2.24.3** 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 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. 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 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.

Fidelity/Dishonesty and/or Commercial Crime

Coverage must be afforded in an amount not less than \$1,000,000 per loss for dishonest acts of the Contractor's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.

2.24.4 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

Procurement Services Division 100 N. Andrews Avenue Fort Lauderdale, FL 33301

- **2.24.5** 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, 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.
- **2.24.6** 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.
- **2.24.7** 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.
- **2.24.8** 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.
- **2.24.9** 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.
- **2.24.10** 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.

2.24.11 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.

2.25 Award of Contract

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 Proposer(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 Proposer, at the sole and absolute discretion of the City.

2.26 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.27 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.

2.28 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 roadway. 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.

2.29 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:

- **2.29.1** 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;
- **2.29.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- **2.29.3** 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

2.29.4 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.

2.30 Canadian Companies

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

2.31 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.

2.32 Manufacturer/Brand/Model Specific Request

This is a manufacturer/brand/model specification. No substitutions will be allowed.

2.33 Contract Period

The initial contract term shall commence upon date of award by the City or June 21, 2019, whichever is later, and shall expire three (3) years from that date. The City reserves the right to extend the contract for two (2), additional one (1) 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 180 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.

2.34 Cost Adjustments

Prices quoted shall be firm for the initial contract term of three (3) year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

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

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

2.35 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).

2.36 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.

2.37 Contractor Performance Reviews and Ratings

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

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the 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.

2.38 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.

2.39 Ownership of Work

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

2.40 Condition of Trade-In Equipment – N/A

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

2.42 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 attached should be completed and submitted with Proposer's response to this RFP.

2.43 Service Organization Controls – N/A

2.44 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.

2.45 PCI (Payment Card Industry) Compliance – N/A

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 General Information Intent

The City is seeking to enter into a contract with a qualified Contractor who shall provide Airport Division with Security Services in accordance with the RFP specifications. The Contractor shall provide sufficient and qualified personnel to patrol the Airport's specified property, tenant aprons, runways, taxiways, and any other areas within the Airport property as may be designated by the Airport Manager. In addition, the Airport may require a Security Officer to be posted at the Airport or Downtown Helistop on a scheduled or non-scheduled basis.

3.2 Security Officers shall be broken down into 4 categories:

- 3.2.1 Security Manager Shall meet all following requirements
- **3.2.2 Senior Airfield Patrol Officer** Shall meet all following requirements
- **3.2.3** Airfield Patrol Officer Shall be exempt from section 3.3.6.
- **3.2.4** Extra Security Officer Shall be exempt from sections 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, and 3.12.1.5 and will not be required to drive a contractor's patrol vehicle while on duty. This Security Officer will be on an as needed basis for scheduled and non-scheduled events at the Airport or Downtown Helistop. For non-scheduled events the Security Officer should be able to respond to the Airport or Downtown Helistop for assignment within 4 hours.

3.3 Personnel

- **3.3.1** All personnel assigned to this contract shall be high quality, good moral character, properly trained and qualified to perform airport security services. Bidders shall include with their bid, information regarding their hiring, screening, testing and training process for all airport security personnel. All Contractor personnel assigned to this Contract shall be a U.S. citizen or legal resident of the United States or have been granted authority to work by the U.S. Immigration and Naturalization Service. The Contractor shall provide the Airport Manager complete histories on each Contractor employee assigned to this Contract. All personnel shall be subject to advance approval by the City's Airport Manager, or designated representative. <u>City approval is required for each Security Officer prior to being assigned to duty at the Airport or Downtown Helistop.</u>
- **3.3.2** Security Officers shall hold at least a State of Florida class "D" Security Officer license.
- **3.3.3** Each individual assigned to this Contract must be trained by the Contractor at their expense for duty at the Airport. The training shall include all aspects of the Airport post including routine, emergency situations as well as very detailed training with regard to operational areas (runways and taxiways) and radio communications with the Air Traffic Control Tower. This training shall be a **minimum of 80 hours**.
- **3.3.4** The City shall require all Contractor employees assigned to this contract to pass a written test. The City shall provide and administer the written test, covering all training areas required. Upon passing the written test with a score of 70% or better, the employee must pass a practical test administered by Airport Management covering radio communication procedures, knowledge of runway and taxiway lights, signs and

markings, and emergency procedures. The City shall provide the Contractor with an applicable course in airport protocols. At the successful completion of the written and the practical test the Security Officer will be issued an Airport Badge. **Only Contractor employees who have passed both exams shall be permitted to work at the Airport**.

- **3.3.5** All Contractors training will be subject to review and approval by the Airport Manager, and/or Fort Lauderdale Police Department.
- **3.3.6** Security Officer Experience
 - **3.3.6.1** Security Officers will be required to have a minimum of a high school education or GED and at least one (1) year experience in the security field, and six (6) months of airport runway/taxiway patrol experience. Additional experience may be substituted for the experience requirements by the completion of college course work, pilot's license, military service, police officer, or other experience deemed by the Airport Manager to be a compatible substitute.
 - **3.3.6.2** The Security Manager will have a minimum of a high school education or GED, (1) year airport runway/taxiway patrol security experience at an airport with an operating Control Tower and two (2) years security experience. The one (1) year of runway/taxiway patrol experience may be substituted by an FAA Private pilot's license or other experience deemed by the Airport Manager to be a compatible substitute. The Security Manager must also possess or be able to obtain a class MB security license within 90 days of appointment to the Security Manager position.
- **3.3.7** Each Security Officer must be qualified to operate aviation band radios and be able to read, speak and understand English in accordance with the Federal Aviation Regulations.
- **3.3.8** Security Officers shall have successfully completed an advanced First Aid Course, and provide the City with documentation to satisfy this requirement.
- **3.3.9** Security Officers must successfully undergo a physical examination and drug screening at the contractor's expense. In addition, the contractor shall provide a complete nationwide criminal history check and a State of Florida driver's license check covering the last 5 years for each individual who is assigned to the Airport. The Contactor shall provide the City with a copy of each of these documents prior to the employee being assigned for duty at the Airport.
 - **3.3.9.1** The minimum parameters for the physical are listed below. A qualified medical doctor shall make the determination as to meeting these parameters:
 - 1) 20/20 vision with or without correction.
 - 2) Ability to distinguish shades of colors.
 - 3) Ability to hear ordinary conversation at a distance of 20 feet, without the use of artificial hearing devices.
 - 4) Freedom from disease or condition that results in indistinct speech.
 - 5) Free from any emotional disorder, or any hindrance, which may prohibit or preclude meeting the professional standards required by the contract.
 - 6) Blood pressure and other vital signs must be within normal limits.
 - 7) Ability to walk upstairs and carry heavy objects.

- **3.3.10** Security Officers will not solicit business or conduct any personal business while on duty. A violation of this clause will be cause for immediate removal from the Airport post.
- **3.3.11** Licensed Security Officers are not law enforcement officers and are not granted any police powers regarding arrest. Security Officers shall not use any force or physical means to detain anyone.

3.3.12 Patrolling Security Officers WILL NOT carry guns or weapons of any kind while on duty.

3.4 Contractor Airport Training Program

- **3.4.1** The contractor shall be required to provide the City and all contract employees, a "Job Handbook" approved by the Airport Manager which shows how, when, and where the Contractor will allocate personnel and what duties each will be required to perform and on what time schedule each will be required to perform those duties. Such handbook must describe in detail all steps to be followed by Security Officers during routine and emergency situations.
- 3.4.2 The Job Handbook will specifically contain:
 - **3.4.2.1** Standard Operating Procedures for both routine and emergency situations.
 - **3.4.2.2** Fort Lauderdale Executive Airport's (FXE) Security Officer duties, procedures, and code of conduct.
 - **3.4.2.3** Airport and Tenant Contact Information
 - **3.4.2.4** Maps and Diagrams
 - **3.4.2.5** Updated weekly schedule for all Security Officers assigned to the Airport post including contact information
 - **3.4.2.6** Any other items required by the Airport Manager.

3.5 Equipment and Supplies Requirements

- **3.5.1** The Contractor shall be responsible to furnish all labor, training, uniforms, and supplies including: tools, appliances, radios, aviation band transceivers, cellular telephone and fully charged spare batteries, necessary to properly carry out this contract. Backup equipment will be necessary in case of equipment failure. The City reserves the right to request changes in the types, quantities and brands of equipment and supplies if it deems such changes are necessary for an improved performance and appearance on its premises.
- **3.5.2** The minimum equipment for the Security Manager, Senior Airfield Patrol Officer, and Airfield Patrol Officer on duty to perform the duties required shall consist of:
 - **3.5.2.1** Two (2) late model (no older than one (1) model year at the beginning of the contract) well maintained, fully operational 4 X 4 sport utility vehicles or pick-up trucks with an enclosed bed or hard shell cap over the bed that can be locked. The vehicle shall also be equipped with a yellow light bar and appropriate markings (Fort Lauderdale Executive Airport Security Patrol) in 6"

reflective lettering and a trailer hitch capable of pulling 2000 pounds. The City and Airport Manager reserves the right to review and approve or disapprove the use of any unit, which does not meet this specification.

3.5.2.2 Each vehicle shall have a professionally installed 2-way vehicle aviation radio with at least 5 watts of power as well as a hand held aviation band transceiver with a back-up battery. Each radio shall have the capability of transmitting and receiving on 720MHZ frequencies. The vehicle radio shall remain on at all times and the hand held unit shall be on and with the Security Officer any time they are outside the vehicle.

NOTE: It is an essential requirement that the FAA Tower be able to communicate with the Security Officer on the radio at all times.

3.5.2.3 Each Security Officer on duty shall have a radio/cell phone compatible with the City's radio/cell phones and the proper number back-up batteries to ensure no interruptions to service. Each cellphone must have the ability of capturing and delivering images via text messaging and unlimited texting capabilities. Additionally, vehicle units shall carry an adapter to charge the radio/cell phone using the vehicle's power. The phone shall remain on at all times, ready to receive incoming calls. It is the intent of Airport Management to be able to call the Security Officer on duty at any time to discuss Airport conditions or situations.

NOTE: It is an essential requirement for this phone to be operable and with the Security Officer on duty at all times so Airport Management can reach that Security Officer at any time. The Security Officer will be required to transmit and receive text messages with the cell phone.

- **3.5.2.4** Each vehicle shall have a locker with the listed items enclosed: first aid kit, flashlight, small tool box containing pliers, screwdriver, adjustable wrench, etc., rain gear including rubbers boots, jackets and pants, vehicle tow strap with hooks on each end, and an operational and current fire extinguisher capable of extinguishing A, B and C type fires. Scoop type shovel, push broom, and one plastic five gallon bucket.
- **3.5.2.5** The City reserves the right to require the Contractor to install and/or carry additional equipment provided by the City at the discretion of Airport Management.
- **3.5.2.6** An additional backup vehicle must be must be available within 30 minutes and have the equipment and capabilities of part B of this section. Equipment in section 3.5.32.3 and 3.5.2.4 shall then be transferred to the back-up vehicle. This vehicle must be equipped with an amber rotating or flashing beacon.

3.6 Airport Rules and Regulations

3.6.1 The Contractor agrees that his employees will abide by all rules and regulations as set forth by the Airport Manager.

3.7 Contractor Non Discrimination Requirements

- **3.7.1** The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, handicap, sex, age, religion, color or national origin, in connection with the performance of services under this contract.
- **3.7.2** The Contractor agrees to comply with Executive Order 11246, the Civil Rights Act of 1964 and with Part 15 of the Federal Aviation Regulations.

3.8 Licenses, Safety Practices, Government Regulations

- **3.8.1** The Contractor shall adhere to and comply with all governmental requirements for business licensing and licensing of Security Officer under his/her control and jurisdiction. <u>Contractor and Security Officers shall maintain all required licenses and provide the City with copies of all such current licenses, during the term of the contract and all extensions.</u> All occupational licenses, state and local licenses, registration for doing business and filing of reports for contractor's operation will be the complete responsibility of the Contractor.
- **3.8.2** Contractor is completely and solely responsible to maintain complete compliance with all governmental safety requirements (OSHA, etc.). Contractor shall be responsible to provide, maintain, replace and update such equipment, devices and requirements, as may be required, in the performance of the contract services.
- **3.8.3** Additionally the contractor must be able to reasonably adapt to meet new applicable security requirements that may be implemented by the Transportation Security Administration (TSA) or other government agencies.

3.9 Contractor Personnel Appearance, Conduct, Supervision

- **3.9.1** The Contractor shall be responsible for deportment, appearance, conduct and supervision of all personnel concerned with the operation of this contract security service. 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 Security Officer found sleeping or off the Airport grounds without approval will be sent home and a replacement Security Officer called in.
 - **3.9.1.1** <u>Uniforms:</u> City approval will be required on all uniforms, with the flexibility to allow the City to require a specific uniform for the airport officers. The City and the Airport Manager reserve the right to approve or disapprove uniforms for contracted employees working on its premises. The Contractor shall agree to have all employees assigned to the Airport in an appropriate, properly identifying work uniform. Uniforms shall bear identification patch(es) reading "EXECUTIVE AIRPORT SECURITY". Such uniform when worn must be neat, attractive and clean. All contractor personnel assigned to airport duty shall display an identification nametag on their uniform. Any misconduct brought to the attention of the contractor shall require immediate corrective action to prevent future misconduct and may require the Security Officer's removal from the Airport post.
 - **3.9.1.2** <u>Supervision:</u> The Contractor agrees to provide a Security Manager who will be responsible for each shift. The Security Manager shall be present for an 8 hr. shift between 7 a.m. and 6 p.m. Monday through Friday or an

alternate schedule approved by the Airport Manager, The Security Manager shall be on call for emergencies, and report to Airport Management each morning relating previous shift's activities and significant events. Security Manager will be trained by Airport Management; training to include all areas of Security Officer training. Security Manager will be responsible for coordinating the training of all Security Officers responsible for Airport duty.

3.9.1.3 The Contractor shall have available a qualified, competent, active and experienced corporate representative available during the hours that service is being provided at the Airport who shall have the overall responsibility for supervising the security of the Airport. Such corporate representative shall be authorized to represent and act for the Contractor; meet with Airport Management to discuss personnel and work performance and will work accordingly as necessary to assure satisfactory performance of the contract.

3.10 Security Office and City owned Equipment

- 3.10.1 The City will allow the successful contractor to use a small office owned by the City for the Security Officers to complete their shift turnover, charge batteries, and store equipment needed for the Executive Airport post. This Airport office shall not satisfy the requirement to have an established business office within the tricounty (Broward, Dade, or Palm Beach County) area.
- **3.10.2** Extreme care shall be taken to safeguard any devices, components, tools, etc. owned by the City but distributed to the contractor during the course of their duties this shall include, but not be limited to: Gas powered cart, The Police/City Radio(s), gate cards and openers, digital camera, video camera, laptop computer, and digital pager. Damage to or loss of any city property used by the Contractor shall be repaired and/or replaced at the Contractors expense with no charge-backs or additional charges to the City.

3.11 Security Officer Back-up Personnel

3.11.1 The Contractor shall be prepared to provide the City with fully trained back-up Security Officers who are familiar with Executive Airport security service requirements. The back-up Security Officers shall also be subject to Airport Manager's prior approval before work assignment at the Airport.

3.12 Specific Requirements and Duties of Security Officers

- **3.12.1** The services required and duties of the Security Officers include specifically, but are not limited to the following:
 - **3.12.1.1** Provide Airport Management with original copies of all Security Officers daily logs which shall reflect the location and time of each area that is patrolled, significant occurrences, incoming and outgoing phone calls, and detailed reports of aircraft alerts, incidents or accidents, airfield light inspections, surface incidents/runway incursions, security gate checks, nighttime aircraft logs, and any other activities deemed necessary by the Airport Manager. The logs shall be provided the next day to the Airport Manager or designated representative, with a Summary Report by the Security Manager. <u>All logs and reports shall become the property of the City.</u>

- **3.12.1.2** Patrol all City-owned property as designated by Airport Manager including hangar, taxiway, runway, apron areas, as well as the road system on the Airport perform a visual inspection of each runway and taxiway, removing any foreign objects and reporting any broken navaids/lights. Clear airport, taxiway, runway, and apron areas of unauthorized animals, vehicles, personnel, and aircraft as requested by the Airport Manger or Control Tower. Runways and Taxiways are to be inspected at least once per shift or as required by Airport Management.
- **3.12.1.3** Escort personnel, vehicles, and equipment on to the Aircraft Operating Area and remain with them until relieved or the work is completed as required by Airport Management.
- **3.12.1.4** Inspect and report to Airport Management all non-operating security lighting, building lights, and Airport Security street lighting. The Security Officers shall check, log, and report all inoperative NAVAIDS, airfield lights, and obstruction lights on Airport property in a timely manner, as scheduled by Airport Management.
- **3.12.1.5** Respond to all Airport alert, maintenance and fire calls, and assist the Police Department, Fire Department and Control Tower, as required by Airport Management. Coordinate with Control Tower personnel by two-way radio in the event of emergency situations. The Security Officers on duty must have a ground control radio in their possession, at all times, when on duty at the Executive Airport. This radio shall operate on 121.75 MHz, or any other frequency change that may be requested by the Airport Manger or Air Traffic Control Tower, and shall be used for direct communication with the Air Traffic Control Tower.
- **3.12.1.6** Be responsible for the opening and closing of all gates and the surveillance of all fence lines on the airport premises. Check security access gates for proper operation once per shift or as required by Airport Management.
- **3.12.1.7** Disseminate information as required by Airport Management. Log and report any damage to City property. Promote favorable public relations in public contact situations, which may include getting out of the car and visiting with tenants if requested by the Airport Manager.
- **3.12.1.8** Log any activities required by Airport Management.
- **3.12.1.9** Coordinate with the City of Fort Lauderdale Police Department, and other governmental agencies in reference to emergency or criminal activity as required by Airport Management. The Security Officers will log all suspicious activities and report them to the Police and Airport Management. The Security Officers will immediately report all felonious activities to the Police Department and Airport Management.
- **3.12.1.10** All Security Officers must also have direct radio and or cellular phone communications with the Contractor's dispatch on a 24-hour basis without using an answering service. Each Security Officer on duty at the Airport

must be able to communicate with one another by radio (not including the radio used to communicate with the Control Tower) or cellular telephone.

3.13 Specific Requirements of the Contractor

- **3.13.1** The services required and duties of the contractor shall include specifically, but not be limited to, the following:
 - **3.13.1.1** Contractor shall provide a backup vehicle, equipped in accordance with section 3.5.2.6. This vehicle shall be readily available in the event of a disabled assigned patrol unit because of flat tire, dead battery, dead engine or for any other reason whatsoever so that no more than thirty (30) minutes of non-patrol time shall exist. The City shall not accept vehicle problems as an excuse for failure of security coverage.
 - **3.13.1.2** Contractor shall provide security vehicles fueled with a full tank of fuel, checked for oil and other operating fluids, and be fully prepared for each Security Officer shift change.
 - **3.13.1.3** Contractor shall have a regular business office located in the tri-county area (Dade, Broward, and Palm Beach counties). The Contractor's dispatch facility shall be staffed 24 hours by employees of the contractor at a location properly zoned for such activity.
 - **3.13.1.4** Contractor shall supply all appropriate forms for operations and security functions.
 - **3.13.1.5** To ensure a high caliber of service, the City shall require the Contractor to pay its Airfield Patrol Officer no less than \$14.50/hr., Senior Airport Patrol Officer no less than \$16.00/hr., and Security Manager no less than \$19.00/hr. Contractor must provide the City's Airport Management with documentation of its pay scale and payroll for all employees assigned to this contract when it is requested during the contract period. The City reserves the right to depose any employee with regard to their pay at any time. <u>Any percentage increase in the contract pricing in accordance with the pricing section of this document shall result in the same percentage increase to the wage rates stated above.</u>
 - **3.13.1.6** Contractor shall provide and post the Security Officer work-shift schedule. Schedule will be provided to Airport Management one week in advance. There shall be a standard 40-hour workweek; **no Security Officer shall work more than 8 hours in a given 24-hour period unless approved by Airport Management.** The Contractor shall document that a minimum patrol of 45 miles be driven on each 8-hour day and afternoon shift, and a minimum patrol of 65 miles on the midnight shift unless otherwise directed by the Airport Management.
 - **3.13.1.7** Contractor shall provide all personnel with an officially approved and dated I.D. card to be worn conspicuously by all personnel while on duty.
 - **3.13.1.8** Contractor's security personnel shall be available to assist the City's Airport Management for actions to be taken during officially declared hurricane alerts.

3.13.1.9 Weekly status meetings with the Airport Management shall be attended by appropriate Contractor personnel if requested by Airport Management.

3.14 Penalty

- **3.14.1** The City shall assess the Contractor a \$100.00 penalty for each hour, or part thereof, that there is a lack of security coverage at the airport, by any Security Officer for any reason except "force majeure", and until such time as a Security Officer arrives on duty. 3.14.1.1
 - This will include, but not necessarily be limited to:
 - 1) A Malfunctioning or improper vehicle
 - 2) A malfunctioning or no aviation radio
 - 3) Absence or incapacity of a Security Officer.
 - 3.14.1.2 In view of the above, Contractor shall be required to:
 - 1) Provide for a 30-minute access to an approved backup vehicle. (Backup vehicle will comply with all stated requirements in equipment.)
 - 2) Provide immediate backup of radio and cellular telephone.
 - 3) Have sufficient complement of airport-trained Security Officers to replace a Security Officer within 30 Minutes.
 - 3.14.1.3 Contractor shall maintain minimum Security Officer strength, as follows:
 - 1) No less than eight (8) individuals trained and ready to serve. The City considers this a minimum requirement.
 - 2) Contractor will be expected to have a sufficient number of fully trained individuals (in addition to Security Officers-in-training) for each position, to ensure required coverage at all times during the contract.

3.15 **Other Contractor Requirements**

- 3.15.1 Replacement of Employees: The Contractor agrees to remove from service at the Airport any employee whose conduct the Airport Manager feels is detrimental to the best interest of the Airport.
- 3.15.2 Federal Government Agreements: This agreement shall be subordinate to the provisions of any existing or future agreements between the City of Fort Lauderdale and the United States of America relative to the operation and maintenance of the airport.
- 3.15.3 Federal Government's War Power: All provisions of this agreement shall be subordinate to the right of the U.S. of America to lease the airport, or any part thereof, during the time of war or national emergency for military or naval use, and any provisions of this agreement inconsistent with the provisions of such lease to the United States of America shall be suspended thereby.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- **4.1.1** Although proposals are accepted 'hard copy', the City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of BidSync.
- **4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- **4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- **4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- **4.1.5** All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person

or entity as a result of the city's treatment of records as public records. 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: (954-828-5002, <u>PRRCONTRACT@FORTLAUDERDALE.GOV</u>, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)

Contractor shall:

- 1. Keep and maintain public records that ordinarily and necessarily would be 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 (2018), as may be amended or revised, or as otherwise provided by law.
- 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 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.
- 4.1.6 One (1) original and one (1) copy plus five (5) separate electronic (soft) copies (Flash Drives) of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.
- **4.1.7** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or

parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 50 pages double-sided, (100 total pages) be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled Flash Drive in an envelope or paper sleeve. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

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

4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

4.2.3 Experience and Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project.

As a part of the response, a design plan and diagram(s) shall be presented to the City for approval.

The proposer shall also propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. The delivery time shall be stated

in calendar days from the date of City notification of award, or notice to proceed with delivery. Such timeline information and proposed dates shall include, but not necessarily be limited to: delivery, installation, acceptance testing, personnel, and other related completion dates, in accordance with the RFP specifications.

NOTE: The project must be completed and accepted within 120 days from the City Notice to Proceed.

Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

Additionally, the proposal should specifically address:

A. Who

- B. What
- C. When
- D. Where
- E. Why
- F. How

4.2.5 References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated and actual.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

4.2.6 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.7 Subcontractors

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

4.2.8 Required Forms

A. Proposal Certification

Complete and attach the Proposal Certification provided herein.

B. Cost Proposal

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

C. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

D. Non-Discrimination Certification Form

This form is to be completed and inserted in this section.

E. E-Verify

This form is to be completed and inserted in this section.

F. Local Business Preference (LBP)

This form is to be completed, if applicable, and inserted in this section.

G. Contract Payment Method

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

H. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

END OF SECTION

SECTION V - EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid Tabulations/Intent to Award

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

- **5.1.2** Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.
- **5.1.3** The Committee may short list Proposals, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short listed Proposers. The Evaluation Committee shall then rescore and re-rank the short listed firms in accordance with the weighted criteria.
- **5.1.4** The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.
- **5.1.5** The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria

Understanding of the overall needs of the City as presented in the narrative proposal, and your overall approach to address those needs (technical approach, management reports, communication, and mobilization)	20%
Experience, qualifications and past performance of the proposing firm, including persons proposed for the project/staff, licenses/certificates, resources, training, screening, evaluations, supervising, references	20%
Experience providing <u>airfield</u> patrol services at an Airport for at least one year. (Baggage screening does not qualify)	30%

Estimated Grand Total Cost/Year to the City	30%
TOTAL PERCENT AVAILABLE:	100%

5.3 Contract Award

The City reserves the right to award a contract to that Consultant who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

END OF SECTION

SECTION VI - COST PROPOSAL PAGE

Proposer Name

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor must quote firm, fixed, annual rate for all services identified in this request for proposal. This firm fixed annual rate includes any costs for travel to the City. No other costs will be accepted. This firm fixed annual rate will be the same for the initial contract period.

Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.

Description	Cost/Hour		Est Total	Annual	Cost
Security Manager (40hrs/week)	\$	Х	2080 Hrs.	\$	
Senior (Rotating Shifts)	\$	Х	6680 Hrs.	\$	
Airfield Patrol Officer (Rotating Shifts 56hrs/week)	\$	Х	5840 Hrs.	\$	
Estimated Grand Total/Year				\$	
Extra Security Officer (No ve	hicle required)*			\$	/hr.

*This Security Officer will be on an as needed basis and will not factor into cost for basing award. This Security Officer will be for scheduled and non-scheduled events at the Airport or Downtown Helistop. For non-scheduled events the Security Officer should be able to respond to the Airport or Downtown Helistop for assignment within four (4) hours.

Number of days that the Contractor will need for personnel training and initial startup at no cost to the City. _____ Days

PART VII - PROPOSAL PAGES - TECHNICAL PROPOSAL

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

- Tab 1:Bid/Proposal Signature page
- Tab 2:Cost Proposal Page
- Tab 3:A. Non-Collusion Statement
 - B. Non-Discrimination Certification Form
 - C. E-Verify
 - D. Local Business Preference (LBP)
 - E. Contract Payment Method
 - F. Sample Insurance Certificate
 - G. References
- Tab 4: Letter of Interest: Briefly state the Proposer's understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in this RFP. The letter of interest should not exceed two (2) pages.
- Tab 5: Narrative: proposer shall include a comprehensive narrative to include the following: Understanding of the City's needs for security services at the City's Executive Airport facilities and your overall approach to those needs, including monitoring and supervising assigned Security Officers. Specifically, comment on what type of management controls, supervisory inspections, and check-in provisions you utilize to monitor the actions and whereabouts of assigned Security Officers.
- Tab 6: Business Licenses and Certifications: Submit a copy of all licenses, certificates, registrations, permits, etc. that your company / staff possesses to include, but not be limited to occupational, state and local, registrations, safety certifications, etc. Company must be licensed and/or registered in the State of Florida in all required disciplines.
- Tab 7:Evidence of Insurance. Certificate of Insurance showing coverage, forms, limits. Actual
insurance certificates will be required from recommended contractor, prior to award.
- Tab 8: Company Profile: Legal name, address, telephone number, fax number, email address, web page address, etc. of the proposer, together with legal entity (corporation, partnership, etc.). Firm must be established as a legal entity in the State of Florida. Provide years in business; state whether the firm is local, regional, or national. Give a list of owners and/or partners and managers of the firm. Include names, addresses and phone numbers; any additional information that your firm wishes to supply to augment its proposal.

Specifically indicate the office address where the supervisor(s) would be located when not on the road and where they would respond from if needed by the Security Officer.

Tab 9:Descriptions / Pictures:
UNIFORMS: Provide pictures and descriptions of uniforms and City identification on the
uniform of the Security Officers;

VEHICLES: Provide pictures and descriptions of the vehicles proposed for this contract - with company name and City identification. Vehicle description should list make, model, mileage, condition, etc. Describe the equipment installed and the equipment installation configuration. Describe your vehicle and equipment maintenance procedures and schedules.

- Tab 10: Equipment: Provide information regarding the proposed equipment to be used to provide the security services in accordance with the specifications. Equipment information shall include quantity, make, model, etc. shall include radios, phones, vehicles, etc.
- Tab 11: Joint Venture: If submitting as a joint venture, submit a copy of the joint venture agreement including the financial agreement between the parties and the percentage of participation of the parties.
- Tab 12: Qualifications / Experience: Describe firm's local experience / nature of service with security contracts of similar size and complexity, in the previous five- (5) years. Proposers should be aware that bidding firms with at least ONE (1) YEAR experience providing airfield security services shall be given additional consideration in the qualification process. (baggage screening does not qualify).
- Tab 13: Staff: Because the Airport Security Manager position is extremely important to this post, please provide as much detailed information regarding the person your company is expected to put into this position. To state that you will merely hire someone after award will not satisfy this request.

In addition provide a complete list of the number of managers, supervisors, and other staff employed at the compound site from which services will be rendered Resumes for each managerial and supervisory person to be assigned to the project should be submitted, as well as those of the principals of the firm, including the following information:

- 1. Formal level of education
- 2. Relative Supplemental education
- 3. Membership in various relevant national, state and local associations
- 4. Professional recognition, awards, etc.
- 5. Experience in providing security services, including any military experience, etc. (number of years).
- 6. Any special skills, experiences, qualifications, etc.

Describe your employee screening, hiring and training practices that would apply to Security Officers proposed for the City contract. A copy of your manuals can complete this requirement. Provide the pay rate for Airfield Patrol Officers, Airport Patrol Officers, and Security Manager (See section 3.12.1.5 under Specific Requirements of the Contractor).

Briefly describe your supervisory and employee evaluation practices that would apply if awarded the City contact. A copy of your personnel and/or operating manuals can complete this requirement if this information is included within it.

Tab 14:References: A list of current and former major (those exceeding \$100,000 per year)
accounts along with contact person name and phone number(s). This list should

include accounts that represent company's experience with entities of similar size and exposures as the City of Fort Lauderdale. Include all Airport experience references. **PLEASE** <u>DO NOT</u> INCLUDE CITY OF FORT LAUDERDALE OR ITS EMPLOYEES AS A REFERENCE.

- Tab 15: Technical Approach / Security Plan Describe the range of security and related services performed by your firm and your implementation plan for this contract. This section must address the required services noted in this RFP, and how your firm plans to provide them. Include Availability of personnel; current work load/staff participation; organization of the team that will be handling this contract. Also describe your vehicle maintenance, back-up vehicle, and vehicle replacement plan in this section. This narrative should encompass all information regarding how the bidder intends to provide "first class" security for the Airport from initial set-up and implementation.
- Tab 16: Communication: Describe the communication plan and equipment you will provide to the Security Officer. Explain how your dispatch service operates, your capabilities, and how is it equipped and staffed. Would the guard have 24 hour per day 7 days per week access to a supervisor, how would he contact the supervisor? Describe how he would contact the Fort Lauderdale Police Department, and the Executive Airport representative.
- Tab 17: Management Reports: Please provide a sample of various management reports that you will provide if awarded this contract. Include samples of daily logs, work shift schedules, travel logs.

Any additional attachments to your proposal.

END OF SECTION

CITY OF FORT LAUDERDALE GENERAL CONDITIONS

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

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

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

1.08 NO BIDS: If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time,

indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS: The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

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

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

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

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

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

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.11 <u>SCRUTINIZED COMPANIES</u>

Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2018), as may be amended or revised. 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 (2018), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel or has

been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2018), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

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

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

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

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

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

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

CONTRACTOR - Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT - A firm providing professional services for the city.

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

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly

sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

- **3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- **3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- **3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- **3.05** WARRANTIES OF USAGE: Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- **3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- **3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- **3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- **3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- **3.10** LIFE CYCLE COSTING: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and

residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

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

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

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

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

the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered <u>when applicable</u>: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

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

- **3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE CHIEF PROCUREMENT OFFICER, BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR OF FINANCE WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING URL:

https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-toaward

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING URL:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeld=COOR_CH2AD _ARTVFI_DIV2PR_S2-182DIREPR

PART IV BONDS AND INSURANCE

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

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

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

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

- **5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
 - Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- **5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- **5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).
- **5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- **5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- **5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- **5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- **5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- **5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of

such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- **5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- **5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- **5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- **5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- **5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- **5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract. The following applies to contracts with values over \$100,000: 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"), by not discriminating against the Contractor's 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, during the entire term of the contract that arises out of this ITB. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of the contract, entitling the City to pursue any of the following remedies or any remedy provided under applicable law: (a) The City may terminate the contract if the Contractor comply with Section 2-187; and (b) The City may retain all monies due or to become due until the Contractor complies with Section 2-187; and (c) The Contractor may be subject to debarment or suspension proceedings consistent with the procedures in Section 2-183, Code of Ordinances of the City of Fort Lauderdale, Florida.
- **5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
 - 1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 - 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

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

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

5.22 PUBLIC RECORDS

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 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, <u>PRRCONTRACT@FORTLAUDERDALE.GOV</u>.

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be 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 (2018), 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 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.

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.

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

E-VERIFY AFFIRMATION STATEMENT

RFP/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: _____

CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

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

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

Please indicate which credit card payment you prefer:

_____ Master Card

Visa Card

Company Name:

Name (Printed)

Signature

Date

Title

LOCAL BUSINESS PRICE 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 it's 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)	Business Name	is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt <u>and</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.
(2)	Business Name	is a Class 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.
(3)	Business Name	is a Class C 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.
(4)	Business Name	requests a Conditional Class A 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.
(5)	Business Name	requests a Conditional Class 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.
(6)	Business Name	is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.
BIDDI	ER'S COMPANY:	
AUTH	ORIZED COMPANY PERSON:	NAME SIGNATURE DATE

City of Fort Lauderdale

BID/PROPOSAL CERTIFICATION

<u>Please Note:</u> If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Lega	al Registration)		EIN (Optional):			
Address:						
City:			State	: Zip:	Zip:	
Telephone No FAX No		Email	:			
Delivery: Calend	lar days after recei	pt of Purchase Order	(section 1.02 of G	eneral Condition	IS):	
Total Bid Discou	int (section 1.05 o	f General Condition	s):			
Does your firm q	qualify for MBE or V	VBE status (section	1.09 of General Co	nditions):	MBE	WBE
ADDENDUM AC		NT - Proposer ackno	owledges that the fo	llowing addenda	have been	received and are
Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No	o. Date Ise	sued

<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. If submitting your response electronically through BIDSYNC you must also click the "Take Exception" button.

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:

CAM #19-0380 Exhibit 1 Page 53 of 188 City of Fort Lauderdale



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

ADDENDUM NO. 1

RFP/ ITB No. X12237-895 TITLE: Airport Security Services

ISSUED: 1/3/2019

This addendum is being issued to make the following change(s):

Per Question 1: Providing copy of contract for 545-11298.

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin, CPPB Senior Procurement Specialist

Company Name: _____

(please print)

Bidder's Signature: _____

Date: _____

ASSIGNMENT OF CONTRACT

This is an **ASSIGNMENT OF CONTRACT** for airport security services, entered into on JANUARY 4, 2017, among:

CITY OF FORT LAUDERDALE,

a municipal corporation of the State of Florida ("City")

and

ALLIEDBARTON SECURITY SERVICES, LLC a Delaware Limited Liability Company ("Assignor")

and

UNIVERSAL PROTECTION SERVICE, LLC, D/B/A ALLIED UNIVERSAL SECURITY SERVICES, LLC a Delaware Limited Liability Company ("Assignee")

WHEREAS, the City of Fort Lauderdale, a Florida municipality, ("City"), and AlliedBarton Security Services LLC, a Delaware limited liability company, ("Assignor"), entered into an Agreement for airport security services dated January 22, 2014, RFP 545-11298, (the "Contract"); and

WHEREAS, the parent companies of Universal Protection Service, LP, Universal Protection Service, LLC, and AlliedBarton Security Services LLC, have merged and have decided to provide security services under a new combined operating entity: Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC ("Assignee"),

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. For and in consideration of the sum of ten dollars USD (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the written approval of this Assignment of Contract by the City, Assignor does hereby sell, assign, and transfer to Assignee all of Assignor's rights, duties, obligations, responsibilities, and liabilities under the Contract.

2. Subject to the written consent to this Assignment of Contract by the City, Assignee accepts the foregoing assignment, and Assignee assumes and agrees to perform all of the Assignor's duties, obligations, responsibilities, and liabilities under the Contract.

IN WITNESS WHEREOF, Assignor and Assignee, by and through their respective authorized representatives, execute this Assignment of Contract as follows:

CAM #19-0380 Exhibit 1 Page 55 of 188

WITNESSES: CUVY auren rint Name: LOUT Danake rint Name:

ASSIGNOR:

AlliedBarton Security Services, LLC

Print Name: David Buckman Title: EVP and General Counsel

Print Name: Ryan Gatto Title: Associate Counsel

STATE OF <u>PENNSYLVANIA</u> COUNTY OF <u>MONTGOMERY</u>

(Seal)

FEBRUARY The foregoing Assignment of Contract was acknowledged before me this 28th day of January, 2017, by <u>DAVID BUCKMAN</u> as <u>EVP and Gen Course</u> of AlliedBarton Security Services, LLC.

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COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL DONNA M. GRIFFITH, Notary Public Conshohocken Boro., Montgomery County My Commission Expires November 18, 2020

Signature of Notary Public – State of <u>PA</u>

Donna M. GRIFFITH Print, Type or Stamp Commission Name of **Notary Public**

Personally Known V OR Produced Identification Type of Identification Produced

ASSIGNEE:

Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC

Witnesses:

Print Name: Sarah Ellum

Ma (1 Monica Chairez Print Name:

And the second second (Corporate Seal)

By: **Chief Executive Officer** Steven Jones

Attest:

David Buckman, EVP and General Counsel

STATE OF California COUNTY OF Orange

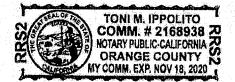
The foregoing Assignment of Contract was acknowledged before me this $\underline{\mathbb{Z}^{\mu^{\ell}}}$ day of March, 2017 by Steven Jones as Chief Executive Officer of Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC.

Signature of Notary Public State of Cal

Toni M. Ippolito

Print, Type or Stamp Commissioned Name of Notary Public

OR Produced Identification Personally Known Type of Identification Produced Driver license



3

CAM #19-0380 Exhibit 1 Page 57 of 188 The City of Fort Lauderdale, a Florida municipality, by and through its undersigned Mayor and City Manager, does hereby <u>X</u> consent <u>does not consent to the foregoing</u> Assignment of Contract.

ATTEST. Jeffrey A. Modarelli, City Clerk

Marine Contraction

ICk. Seiler, Mayor Jok

Lee R. Feldman, City Manager

Approved as to form: Cynthia A. Everett

By: ∖ Candrie F. Duff

Assistant City Attorney

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ORIGINAL DO NOT REMOVE FROM FILE

AGREEMENT FOR AIRPORT SECURITY SEVICES

THIS AGREEMENT, made this *Dred* day of <u>Jawary</u> 2014, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and AlliedBarton Security Services LLC, a Delaware limited liability company, authorized to transact business in the State of Florida, ("Contractor" or "Company"), whose address and phone number are 600 West Hillsboro Blvd, Suite 350, Deerfield Beach, FL 33441, Phone: 954-698-5888, Fax: 954-425-8275, Email: Richard.mullan@alliedbarton.com.

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

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

(1) Request for Proposal No. 545-11298, Airport Security Services, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").

(2) The Contractor's response to the RFP, dated November 11, 2013, ("Exhibit B").

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

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement (Form P-0001) dated January 22014, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents. The reference in the table of contents of the Contractor's response to the RFP stating "This security services data, furnished in connection with a request for information, will not be disclosed in whole or in part to any third party. This restriction does not limit the right of the City of Fort Lauderdale/Fort Lauderdale Executive Airport to use information contained in the data if it obtained from another source without restriction." is deleted.

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

Form P-0001

CAM #19-0380 Exhibit 1 Page 59 of 188 prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

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

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

III. TERM OF AGREEMENT

The initial contract period shall commence on April 21, 2014, and shall end on April 20, 2017. 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 such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

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

V. METHOD OF BILLING AND PAYMENT

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

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

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

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

VI. GENERAL CONDITIONS

A. Indemnification

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

B. Intellectual Property

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

C. <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.

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D. Termination for Convenience

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

E. Cancellation for Unappropriated Funds

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

F. Insurance

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

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

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

Workers' Compensation and Employers' Liability Insurance

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

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

Commercial General Liability Insurance

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

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

This coverage must include, but not limited to:

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

Automobile Liability Insurance

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

Limits: Bodily injury

\$250,000 each person, \$500,000 each occurrence \$1,000,000 each occurrence

Property damage

Certificate holder should be addressed as follows:

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

G. Environmental, Health and Safety

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

H. Standard of Care

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

I. Rights in Documents and Work

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

J. Audit Right and Retention of Records

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

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

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

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

K. <u>Public Entity Crime Act</u>

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

L. Independent Contractor

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

M. Inspection and Non-Waiver

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

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

N. Assignment and Performance

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

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

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

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

O. <u>Conflicts</u>

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>

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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. <u>Compliance With Laws</u>

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.

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Form P-0001

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

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

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

V. <u>Amendments</u>

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

W. Prior Agreements

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

X. Payable Interest

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

Y. <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. Uncontrollable Circumstances ("Force Majeure")

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

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

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

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

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

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

BB.<u>Scrutinized Companies</u>

Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2013), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2013), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

CC. Public Records

Contractor shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in

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Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.

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

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

Form P-0001

ATTEST Jonda K. Joseph, City Clerk Jeffry A. Micclerelli, Asst. City Clerk

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

CITY OF FORT LAUDERDALE

Bv: For

City Manager

Approved as to form: - Mr ssistant City Attorney

CONTRACTOR Bv: Print Name: Kichme P. Mullow Title:

ATTEST

By:	
Print Name:	
Title:	

(CORPORATE SEAL)

STATE OF rLon: COUNTY OF BROWAN

The foregoing instrument was acknowledged before me this <u>71</u> day of <u>FB2unney</u>, 2014, by <u>Cicinney</u> <u>Mullin</u> as <u>1P/GM</u> (title) for AlliedBarton Security Services LLC, a Delaware limited liability company, authorized to transact business in the State of Florida.

(SEAL)



Notary Public, State of <u>FLock</u> (Signature of Notary Public)

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

Personally Known VOR Produced Identification Type of Identification Produced

13

Solicitation 545-11298

Airport Security Services

Bid designation: Public



City of Fort Lauderdale

Bid 545-11298 Airport Security Services

Bid Number Bid Title	545-11298 Airport Security Services
Bid Start Date Bid End Date Question & Answer End Date	Oct 10, 2013 7:47:09 AM EDT Nov 12, 2013 2:00:00 PM EST Oct 31, 2013 5:00:00 PM EDT
Bid Contact	AnnDebra Diaz Procurement Specialist II Procurement 954-828-5949 adiaz@fortlauderdale.gov
Pre-Bid Conference	Oct 30, 2013 10:00:00 AM EDT

Attendance is optional Location: Fort Lauderdale Executive Airport Airport Manager's Office 6000 NW 21st Avenue Fort Lauderdale, FL 33309

Description

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide security guard services at the City's Executive Airport and Downtown Helistop for the City's Transportation and Mobility Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

RFP # 545-11298 TITLE: Airport Security Services

PART I – INTRODUCTION/INFORMATION

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide security guard services at the City's Executive Airport and Downtown Helistop for the City's Transportation and Mobility Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Procurement Specialist AnnDebra Diaz at (954) 828-5949 or email at adiaz@fortlauderdale.gov. Such contact shall be for clarification purposes only.

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

03. TRANSACTION FEES

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

04. PRE-PROPOSAL CONFERENCE AND SITE VISIT

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

While attendance is not mandatory, <u>tours at other times will not be available</u>. It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractor's attend the pre-proposal meeting.

05. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation the Contractor must demonstrate that they have successfully provided security guard services, as specified in the Technical Specifications / Scope of Services section of this solicitation for a minimum of five (5) years, are normally and routinely engaged in performing such services. Contractor must be properly licensed in the State of Florida and hold correct licenses in Broward County and the

City of Fort Lauderdale, as required. Proposer should be aware that bidding firms with at least ONE (1) YEAR experience providing <u>airfield</u> security services shall be given additional consideration in the qualification process. (Baggage screening does not qualify). In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

06. PRICING/DELIVERY

All pricing should be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages.

07. RFP DOCUMENTS

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

08. AWARD

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

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

09. PRICE VALIDITY

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

PART II - RFP SCHEDULE

EVENT	DATE/TIME		
Release of RFP	Thursday, October 10, 2013		
Pre-Proposal Meeting Fort Lauderdale Executive Airport Airport Manager's Office 6000 NW 21 st Avenue Fort Lauderdale, FL 33309	Wednesday, October 30, 2013 / 10:00 AM		
Deadline for Questions/Request for Clarifications	Thursday, October 31, 2013 / 5:00 PM		
Proposal Due Date/Time (Deadline)	Tuesday, November 12, 2013 / 2:00 PM		

PART III - SPECIAL CONDITIONS

01. GENERAL CONDITIONS RFP General Conditions Form G-107 Rev. 07/13 (GC) are included and made a part of this RFP.

02. NEWS RELEASES/PUBLICITY

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

03. RFP DOCUMENTS

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

04. CONTRACTORS' COSTS

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

05. RULES AND PROPOSALS

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

06. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City or February 21, 2014, whichever is later, and shall expire three (3) years from that date. The City reserves the right to extend the contract for two (2) additional one-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

07. COST ADJUSTMENTS

Costs offered and accepted for airport security services shall remain firm for the first full year of the contract. Costs for the second and third years, and any subsequent extension term(s), shall be subject to an annual adjustment review. The City will use changes in the Consumer Price Index (CPI) (United States, All Urban Consumers), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, and documented payroll figures provided by the Contractor in its annual adjustment review. Such costs for the second and third years, and any subsequent extensions term(s), shall be subject to adjustment only if increases occur in the industry, but unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or the latest yearly percentage (%) increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, whichever is less. The yearly increase, or decrease, in CPI shall be latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the comparable month one year prior.

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

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

In the event the CPI or the industry costs decline, the City shall receive from the Contractor, a reduction of costs, in accordance with the terms and conditions for adjustments detailed above.

08. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the 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).

09. CONTRACT COORDINATOR

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

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

10. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

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

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and
	contractor is subject to penalty provisions
	under the 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.

11. INVOICES/PAYMENT

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City.

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

12. RELATED EXPENSES/TRAVEL EXPENSES

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

13. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

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

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

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

14. DELETION OR MODIFICATION OF SERVICES

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

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

15. SUBSTITUTION OF PERSONNEL

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

16. INSURANCE

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

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

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

Workers' Compensation and Employers' Liability Insurance

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

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at <u>www.fldfs.com</u>.

Commercial General Liability Insurance

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

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

This coverage must include, but not limited to:

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

Automobile Liability Insurance

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

Limits: Bodily injury	\$250,000 each person,
	\$500,000 each occurrence
Property damage	<u>\$1,000,000 each occurrence</u>

A copy of <u>ANY</u> current Certificate of Insurance should be included with your proposal.

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

Certificate holder should be addressed as follows:

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

17. SUBCONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

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

18. INSURANCE – SUBCONTRACTORS

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

19. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

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

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

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

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

D. The non performing party uses its best efforts to remedy its inability to perform.

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

20. PUBLIC ENTITY CRIMES

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

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

21. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

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

22. 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 roadway. 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.

23. CANADIAN COMPANIES

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

24. LOBBYING ACTIVITIES

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

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

25. BID TABULATIONS/INTENT TO AWARD

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at http://www.fortlauderdale.gov/purchasing/bidresults.htm, or any interested party may call the Procurement Office at 954-828-5933.

26. SAMPLE CONTRACT AGREEMENT

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

27. 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.

28. TAXES AND PERMITS

The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The bidder shall take these factors into consideration in preparing his proposal, including therein the cost of the State and Use Tax on materials, but excluding the cost of those taxes and permits not applicable.

29. TERMINATION FOR CAUSE AND CONVENIENCE

The City of Fort Lauderdale reserves the right to terminate the contract for reasons including, but not necessarily limited to:

a. Contractor abandonment or discontinuance of operations at the airport;

- b. Contractor failure to keep in force any of the required insurance policies;
- c. Contractor failure to satisfactorily perform in accordance with any of terms, conditions and or specifications of the Contract;
- Contractor failure to rectify any fault or deficiency within a maximum of thirty (30) days after receipt of notice from the City of Fort Lauderdale of such failure. <u>Repeat instances of the same deficiencies</u>. or failure to correct any faults or deficiencies on a timely basis will be cause for Contract cancellation.

30. VERIFICATION OF EMPLOYMENT STATUS

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

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

31. 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 proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed **at the time of proposal submittal**:

Upon formal request of the City, based on the application of a Local Business Preference the Proposer 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 proposer 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 proposal submittal shall result in the Proposer being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ONTHECITY'SWEBSITEATTHEFOLLOWINGLINK:http://www.fortlauderdale.gov/purchasing/index.htm

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:

- 1. 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.
- 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.

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. GENERAL INFORMATION INTENT

The City is seeking to enter into a contract with a qualified Contractor who shall provide Airport Division with Security Services in accordance with the RFP specifications. The Contractor shall provide sufficient and qualified personnel to patrol the Airport's specified property, tenant aprons, runways, taxiways, and any other areas within the Airport property as may be designated by the Airport Manager. In addition, the Airport may require a Security Officer to be posted at the Airport or Downtown Helistop on a scheduled or non-scheduled basis.

1. Security Officers shall be broken down into 4 categories:

Security Manager – Shall meet all following requirements Senior Airfield Patrol Officer - Shall meet all following requirements Airfield Patrol Officer – Shall be exempt from section 1 (F) Extra Security Officer - Shall be exempt from section 1 (C) (D) (E) (F) (G) (H) (I) and 10 (E) and will not be required to drive a contractor's patrol vehicle while on duty. This Security Officer will be on an as needed basis for scheduled and non-scheduled events at the Airport or Downtown Helistop. For non-scheduled events the Security Officer should be able to respond to the Airport or Downtown Helistop for assignment within 4 hours.

A. All personnel assigned to this contract shall be high quality, good moral character, properly trained and qualified to perform airport security services. Bidders shall include with their bid, information regarding their hiring, screening, testing and training process for all airport security personnel. All Contractor personnel assigned to this Contract shall be a U.S. citizen or legal resident of the United States or have been granted authority to work by the U.S. Immigration and Naturalization Service. The Contractor shall provide the Airport Manager complete histories on each Contractor employee assigned to this Contract. All personnel shall be subject to advance approval by the City's Airport Manager, or designated representative. <u>City approval is required for each Security Officer prior to being assigned to duty at the Airport or Downtown Helistop.</u>

B. Security Officers shall hold at least a State of Florida class "D" Security Officer license.

C. Each individual assigned to this Contract must be trained by the Contractor at their expense for duty at the Airport. The training shall include all aspects of the Airport post including routine, emergency situations as well as very detailed training with regard to operational areas (runways and taxiways) and radio communications with the Air Traffic Control Tower. This training shall be a <u>minimum of 80 hours.</u>

D. The City shall require all Contractor employees assigned to this contract to pass a written test. The City shall provide and administer the written test, covering all training areas required. Upon passing the written test with a score of 70% or better, the employee must pass a practical test administered by Airport Management covering radio communication procedures, knowledge of runway and taxiway lights, signs and markings, and emergency procedures. The City shall provide the Contractor with an applicable course in airport

protocols. At the successful completion of the written and the practical test the Security Officer will be issued an Airport Badge. <u>Only Contractor employees who have passed</u> both exams shall be permitted to work at the Airport.

E. All Contractor training will be subject to review and approval by the Airport Manager, and/or Fort Lauderdale Police Department.

F. Security Officer Experience

1. Security Officers will be required to have a minimum of a high school education or GED and at least one (1) year experience in the security field, and six (6) months of airport runway/taxiway patrol experience. Additional experience may be substituted for the experience requirements by the completion of college course work, pilot's license, military service, police officer, or other experience deemed by the Airport Manager to be a compatible substitute.

2. The Security Manager will have a minimum of a high school education or GED, (1) year airport runway/taxiway patrol security experience at an airport with an operating Control Tower and two (2) years security experience. The one (1) year of runway/taxiway patrol experience may be substituted by an FAA Private pilot's license or other experience deemed by the Airport Manager to be a compatible substitute. The Security Manager must also possess or be able to obtain a class MB security license within 90 days of appointment to the Security Manager position.

G. Each Security Officer must be qualified to operate aviation band radios and be able to read, speak and understand English in accordance with the Federal Aviation Regulations.

H. Security Officers shall have successfully completed an advanced First Aid Course, and provide the City with documentation to satisfy this requirement.

I. Security Officers must successfully undergo a physical examination and drug screening at the contractor's expense. In addition, the contractor shall provide a complete nationwide criminal history check and a State of Florida driver's license check covering the last 5 years for each individual who is assigned to the Airport. The Contactor shall provide the City with a copy of each of these documents prior to the employee being assigned for duty at the Airport.

The minimum parameters for the physical are listed below. A qualified medical doctor shall make the determination as to meeting these parameters:

- 1) 20/20 vision with or without correction.
- 3) Ability to distinguish shades of colors.
- 4) Ability to hear ordinary conversation at a distance of 20 feet, without the use of artificial hearing devices.
- 5) Freedom from disease or condition that results in indistinct speech.
- 6) Free from any emotional disorder, or any hindrance, which may prohibit or preclude meeting the professional standards required by the contract.
- 7) Blood pressure and other vital signs must be within normal limits.
- 8) Ability to walk up stairs and carry heavy objects.

J. Security Officers will not solicit business or conduct any personal business while on duty. A violation of this clause will be cause for immediate removal from the Airport post.

K. Licensed Security Officers are not law enforcement officers and are not granted any police powers regarding arrest. Security Officers shall not use any force or physical means to detain anyone.

L. Patrolling Security Officers WILL NOT carry guns or weapons of any kind while on duty.

2. <u>Contractor Airport Training Program:</u>

The contractor shall be required to provide the City and all contract employees, a "Job Handbook" approved by the Airport Manager which shows how, when, and where the Contractor will allocate personnel and what duties each will be required to perform and on what time schedule each will be required to perform those duties. Such handbook must describe in detail all steps to be followed by Security Officers during routine and emergency situations.

The Job Handbook will specifically contain:

- A) Standard Operating Procedures for both routine and emergency situations.
- B) Fort Lauderdale Executive Airport's (FXE) Security Officer duties, procedures, and code of conduct.
- C) Airport and Tenant Contact Information
- D) Maps and Diagrams
- E) Updated weekly schedule for all Security Officers assigned to the Airport post including contact information
- F) Any other items required by the Airport Manager.

3. Equipment and Supplies Requirements:

The Contractor shall be responsible to furnish all labor, training, uniforms, and supplies including: tools, appliances, radios, aviation band transceivers, cellular telephone and fully charged spare batteries, necessary to properly carry out this contract. Backup equipment will be necessary in case of equipment failure. The City reserves the right to request changes in the types, quantities and brands of equipment and supplies if it deems such changes are necessary for an improved performance and appearance on its premises.

The minimum equipment for the Security Manager, Senior Airfield Patrol Officer, and Airfield Patrol Officer on duty to perform the duties required shall consist of:

A. Two (2) late model <u>(no older than one (1) model year at the beginning of the contract)</u> well maintained, fully operational 4 X 4 sport utilility vehicles or pick-up trucks with an enclosed bed or hard shell cap over the bed that can be locked. The vehicle shall also be equipped with a yellow light bar and appropriate markings (Fort Lauderdale Executive Airport Security Patrol) in 6" reflective lettering and a trailer hitch capable of pulling 2000 pounds. The City and Airport Manager reserves the right to review and approve or disapprove the use of any unit, which does not meet this specification.

B. Each vehicle shall have a professionally installed 2-way vehicle aviation radio with at least 5 watts of power as well as a hand held aviation band transceiver with a back-up battery. Each radio shall have the capability of transmitting and receiving on 720 frequencies. The vehicle radio shall remain on at all times and the hand held unit shall be on and with the Security Officer any time they are outside the vehicle.

NOTE: It is an essential requirement that the FAA Tower be able to communicate with the Security Officer on the radio at all times.

C. Each Security Officer on duty shall have a radio/cell phone compatible with the City's radio/cell phones and the proper number back-up batteries to ensure no interruptions to service. Each cellphone must have the ability of capturing and delivering images via text messaging and unlimited texting capabilities. Additionally vehicle units shall carry an adapter to charge the radio/cell phone using the vehicle's power. The phone shall remain on at all times, ready to receive incoming calls. It is the intent of Airport Management to be able to call the Security Officer on duty at any time to discuss Airport conditions or situations.

NOTE: It is an essential requirement for this phone to be operable and with the Security Officer on duty at all times so Airport Management can reach that Security Officer at any time. The Security Officer will be required to transmit and receive text messages with the cell phone.

D. Each vehicle shall be have a locker with the listed items enclosed: first aid kit, flashlight, small tool box containing pliers, screwdriver, adjustable wrench, etc., rain gear including rubbers boots, jackets and pants, vehicle tow strap with hooks on each end, and an operational and current fire extinguisher capable of extinguishing A, B and C type fires. Scoop type shovel, push broom, and one plastic five gallon bucket.

E. The City reserves the right to require the Contractor to install and/or carry additional equipment provided by the City at the discretion of Airport Management.

F. An additional backup vehicle must be must be available within 30 minutes and have the equipment and capabilities of part B of this section. Equipment in section C and D shall then be transferred to the back-up vehicle. This vehicle must be equipped with an amber rotating or flashing beacon.

4. <u>Airport Rules and Regulations:</u>

The Contractor agrees that his employees will abide by all rules and regulations as set forth by the Airport Manager.

5. <u>Contractor Non Discrimination Requirements:</u>

The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, handicap, sex, age, religion, color or national origin, in connection with the performance of services under this contract.

The Contractor agrees to comply with Executive Order 11246, the Civil Rights Act of 1964 and with Part 15 of the Federal Aviation Regulations.

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6. Licenses, Safety Practices, Government Regulations:

The Contractor shall adhere to and comply with all governmental requirements for business licensing and licensing of Security Officer under his/her control and jurisdiction. <u>Contractor and Security Officers shall maintain all required licenses and provide the City with copies of all such current_licenses, during the term of the contract and all extensions.</u> All occupational licenses, state and local licenses, registration for doing business and filing of reports for contractor's operation will be the complete responsibility of the Contractor.

Contractor is completely and solely responsible to maintain complete compliance with all governmental safety requirements (OSHA, etc). Contractor shall be responsible to provide, maintain, replace and update such equipment, devices and requirements, as may be required, in the performance of the contract services.

Additionally the contractor must be able to reasonably adapt to meet new applicable security requirements that may be implemented by the Transportation Security Administration (TSA) or other government agencies.

7. <u>Contractor Personnel Appearance. Conduct. Supervision:</u>

The Contractor shall be responsible for deportment, appearance, conduct and supervision of all personnel concerned with the operation of this contract security service. 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 Security Officer found sleeping or off the Airport grounds without approval will be sent home and a replacement Security Officer called in.

A. **Uniforms:** City approval will be required on all uniforms, with the flexibility to allow the City to require a specific uniform for the airport officers. The City and the Airport Manager reserve the right to approve or disapprove uniforms for contracted employees working on its premises. The Contractor shall agree to have all employees assigned to the Airport in an appropriate, properly identifying work uniform. Uniforms shall bear identification patch(es) reading "EXECUTIVE AIRPORT SECURITY". Such uniform when worn must be neat, attractive and clean. All contractor personnel assigned to airport duty shall display an identification nametag on their uniform. Any misconduct brought to the attention of the contractor shall require immediate corrective action to prevent future misconduct and may require the Security Officer's removal from the Airport post.

B. **Supervision:** The Contractor agrees to provide a Security Manager who will be responsible for each shift. The Security Manager shall be present for an 8 hr shift between 7 a.m. and 6 p.m. Monday through Friday or an alternate schedule approved by the Airport Manager, The Security Manager shall be on call for emergencies, and report to Airport Management each morning relating previous shift's activities and significant events. Security Manager will be trained by Airport Management; training to include all areas of Security Officer training. Security Manager will be responsible for coordinating the training of all Security Officers responsible for Airport duty.

The Contractor shall have available a qualified, competent, active and experienced corporate representative available during the hours that service is being provided at the Airport who shall have the overall responsibility for supervising the security of the Airport. Such corporate representative shall be authorized to represent and act for the Contractor; meet

with Airport Management to discuss personnel and work performance and will work accordingly as necessary to assure satisfactory performance of the contract.

8. <u>Security Office and City owned Equipment</u>

The City will allow the successful contractor to use a small office owned by the City for the Security Officers to complete their shift turnover, charge batteries, and store equipment needed for the Executive Airport post. <u>This Airport office shall not satisfy the requirement</u> to have an established business office within the tri-county (Broward. Dade. or Palm Beach County) area.

Extreme care shall be taken to safeguard any devices, components, tools, etc. owned by the City but distributed to the contractor during the course of their duties – this shall include, but not be limited to: Gas powered cart, The Police/City Radio(s), gate cards and openers, digital camera, video camera, laptop computer, and digital pager. Damage to or loss of any city property used by the Contractor shall be repaired and/or replaced at the Contractors expense with no charge-backs or additional charges to the City.

9. <u>Security Officer Back-up Personnel:</u>

The Contractor shall be prepared to provide the City with fully trained back-up Security Officers who are familiar with Executive Airport security service requirements. The back-up Security Officers shall also be subject to Airport Manager's prior approval before work assignment at the Airport.

10. <u>Specific Requirements and Duties of Security Officers:</u>

The services required and duties of the Security Officers include specifically, but are not limited to the following:

A. Provide Airport Management with original copies of all Security Officers daily logs which shall reflect the location and time of each area that is patrolled, significant occurrences, incoming and outgoing phone calls, and detailed reports of aircraft alerts, incidents or accidents, airfield light inspections, surface incidents/runway incursions, security gate checks, nighttime aircraft logs, and any other activities deemed necessary by the Airport Manager. The logs shall be provided the next day to the Airport Manager or designated representative, with a Summary Report by the Security Manager. <u>All logs and reports shall become the property of the City.</u>

B. Patrol all City-owned property as designated by Airport Manager including hangar, taxiway, runway, apron areas, as well as the road system on the Airport perform a visual inspection of each runway and taxiway, removing any foreign objects and reporting any broken navaids/lights. Clear airport, taxiway, runway, and apron areas of unauthorized animals, vehicles, personnel, and aircraft as requested by the Airport Manger or Control Tower. Runways and Taxiways are to be inspected at least once per shift or as required by Airport Management.

C. Escort personnel, vehicles, and equipment on to the Aircraft Operating Area and remain with them until relieved or the work is completed as required by Airport Management.

D. Inspect and report to Airport Management all non-operating security lighting, building lights, and Airport Security street lighting. The Security Officers shall check, log, and report all inoperative NAVAIDS, airfield lights, and obstruction lights on Airport property in a timely manner, as scheduled by Airport Management.

E. Respond to all Airport alert, maintenance and fire calls, and assist the Police Department, Fire Department and Control Tower, as required by Airport Management. Coordinate with Control Tower personnel by two-way radio in the event of emergency situations. The Security Officers on duty must have a ground control radio in their possession, at all times, when on duty at the Executive Airport. This radio shall operate on 121.75 MHz, or any other frequency change that may be requested by the Airport Manger or Air Traffic Control Tower, and shall be used for direct communication with the Air Traffic Control Tower.

F. Be responsible for the opening and closing of all gates and the surveillance of all fence lines on the airport premises. Check security access gates for proper operation once per shift or as required by Airport Management.

G. Disseminate information as required by Airport Management. Log and report any damage to City property. Promote favorable public relations in public contact situations, which may include getting out of the car and visiting with tenants if requested by the Airport Manager.

H. Log any activities required by Airport Management.

I. Coordinate with the City of Fort Lauderdale Police Department, and other governmental agencies in reference to emergency or criminal activity as required by Airport Management. The Security Officers will log all suspicious activities and report them to the Police and Airport Management. The Security Officers will immediately report all felonious activities to the Police Department and Airport Management.

J. All Security Officers must also have direct radio and or cellular phone communications with the Contractor's dispatch on a 24-hour basis without using an answering service. Each Security Officer on duty at the Airport must be able to communicate with one another by radio (not including the radio used to communicate with the Control Tower) or cellular telephone.

11. <u>Specific Requirements of the Contractor:</u>

The services required and duties of the contractor shall include specifically, but not be limited to, the following:

A. Contractor shall provide a backup vehicle, equipped in accordance with paragraph 3 F. This vehicle shall be readily available in the event of a disabled assigned patrol unit because of flat tire, dead battery, dead engine or for any other reason whatsoever so that no more than thirty (30) minutes of non-patrol time shall exist. The City shall not accept vehicle problems as an excuse for failure of security coverage.

B. Contractor shall provide security vehicles fueled with a full tank of fuel, checked for oil and other operating fluids, and be fully prepared for each Security Officer shift change.

C. Contractor shall have a regular business office located in the tri-county area (Dade, Broward, and Palm Beach counties). The Contractor's dispatch facility shall be staffed 24 hours by employees of the contractor at a location properly zoned for such activity.

D. Contractor shall supply all appropriate forms for operations and security functions.

E. To ensure a high caliber of service, the City shall require the Contractor to pay its Airfield Patrol Officer no less than \$14.50/hr, Senior Airport Patrol Officer no less than \$16.00/hr, and Security Manager no less than \$19.00/hr. Contractor must provide the City's Airport Management with documentation of its pay scale and payroll for all employees assigned to this contract when it is requested during the contract period. The City percentage increase in the contract pricing in accordance with the pricing section of this document shall result in the same percentage increase to the wage rates stated above.

F. Contractor shall provide and post the Security Officer work-shift schedule. Schedule will be provided to Airport Management one week in advance. There shall be a standard 40-hour workweek; no Security Officer shall work more than 8 hours in a given 24-hour period unless approved by Airport Management. The Contractor shall document that a minimum patrol of 45 miles be driven on each 8-hour day and afternoon shift, and a minimum patrol of 65 miles on the midnight shift unless otherwise directed by the Airport Management.

G. Contractor shall provide all personnel with an officially approved and dated I.D. card to be worn conspicuously by all personnel while on duty.

H. Contractor's security personnel shall be available to assist the City's Airport Management for actions to be taken during officially declared hurricane alerts.

I. Weekly status meetings with the Airport Management shall be attended by appropriate Contractor personnel if requested by Airport Management.

12. PENALTY

The City shall assess the Contractor a \$100.00 penalty for each hour, or part thereof, that there is a lack of security coverage at the airport, by any Security Officer <u>for any reason except "force majeure"</u>, and until such time as a Security Officer arrives on duty.

- A. This will include, but not necessarily be limited to:
 - 1. A Malfunctioning or improper vehicle
 - 2. A malfunctioning or no aviation radio
 - 3. Absence or incapacity of a Security Officer.
- B. In view of the above, Contractor shall be required to:
 - 1. Provide for a 30-minute access to an approved backup vehicle. (Backup vehicle will comply with all stated requirements in equipment.)
 - 2. Provide immediate backup of radio and cellular telephone.
 - 3. Have sufficient complement of airport-trained Security Officers to replace a Security Officer within 30 minutes.

C. Contractor shall maintain minimum Security Officer strength, as follows: No <u>less</u> than eight (8) individuals, trained and ready to serve. The City considers this a <u>minimum</u> requirement. Contractor will be expected to have a <u>sufficient number of</u> <u>fully trained individuals</u> (in addition to Security Officers-in-training) for <u>each</u> position, <u>to</u> <u>ensure required coverage at all times during the contract.</u>

13. OTHER CONTRACTOR REQUIREMENTS:

A. <u>Replacement of Employees:</u> The Contractor agrees to remove from service at the Airport any employee whose conduct the Airport Manager feels is detrimental to the best interest of the Airport.

B. <u>Federal Government Agreements:</u> This agreement shall be subordinate to the provisions of any existing or future agreements between the City of Fort Lauderdale and the United States of America relative to the operation and maintenance of the airport.

C. <u>Federal Government's War Power:</u> All provisions of this agreement shall be subordinate to the right of the U.S. of America to lease the airport, or any part thereof, during the time of war or national emergency for military or naval use, and any provisions of this agreement inconsistent with the provisions of such lease to the United States of America shall be suspended thereby.

PART V – PROPOSAL EVALUATION CRITERIA

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

Understanding of the overall needs of the City as presented in the narrative proposal, and your overall approach to address those needs (technical approach, management reports, communication, mobilization).	20%
Experience, qualifications and past performance of the proposing firm, including persons proposed for the project/staff, licenses/certificates, resources, training, screening, evaluations, supervising, references	20%
Experience providing airfield patrol services at an Airport for at least one year. (Baggage screening does not qualify)	30%
Estimated Grand Total Cost/Year to the City	30%
TOTAL PERCENT AVAILABLE:	100%

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one; the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may then conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

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

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

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

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

PART VI - REQUIREMENTS OF THE PROPOSAL

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

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

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

PROPOSERS MUST SUBMIT AN <u>IDENTIFIED ORIGINAL</u> HARD COPY, PLUS (2) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.

THE ABOVE REQUIREMENTS TOTAL (3) HARD COPIES OF YOUR PROPOSAL. CONTRACTORS SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. CONTRACTOR SHOULD PROVIDE (5) CD COPIES OF YOUR PROPOSAL. CD COPIES MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPENCY BETWEEN THE ORIGINAL HARD COPIES AND THE CD, THE ORIGINAL HARD COPY PREVAILS. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

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

PART VII - PROPOSAL PAGES - COST PROPOSAL

Proposer Name

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor must quote firm, fixed, annual rate for all services identified in this request for proposal. This firm fixed annual rate includes any costs for travel to the City. No other costs will be accepted. This firm fixed annual rate will be the same for the initial contract period.

Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.

Description	Cost/Hour		Est Total	Annual Cost
Security Manager (40hrs/week)	\$	Х	2080 Hrs	\$
Senior (Rotating Shifts)	\$	Х	6680 Hrs	\$
Airfield Patrol Officer (Rotating Shifts 56hrs/week)	\$	х	5840 Hrs	\$
Estimated Grand Total/Year				\$

Extra Security Officer (No vehicle required)* \$____/hr

*This Security Officer will be on an as needed basis and will not factor into cost for basing award. This Security Officer will be for scheduled and non-scheduled events at the Airport or Downtown Helistop. For non-scheduled events the Security Officer should be able to respond to the Airport or Downtown Helistop for assignment within four (4) hours.

Number of days that the Contractor will need for personnel training and initial startup <u>at no cost to the City</u>. _____ Days

PART VIII - PROPOSAL PAGES - TECHNICAL PROPOSAL

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

- Tab 1:Bid/Proposal Signature page
- Tab 2: Cost Proposal Page
- Tab 3:Local Business Preference Certification (if applicable)
E-VERIFY Affirmation Statement (Attachment "A ")
Non-Collusion Statement
- Tab 4: Letter of Interest: Briefly state the Proposer's understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in this RFP. The letter of interest should not exceed two (2) pages.
- Tab 5: Narrative: proposer shall include a comprehensive narrative to include the following: Understanding of the City's needs for security services at the City's Executive Airport facilities and your overall approach to those needs, including monitoring and supervising assigned Security Officers. Specifically, comment on what type of management controls, supervisory inspections, and check-in provisions you utilize to monitor the actions and whereabouts of assigned Security Officers.
- Tab 6: Business Licenses and Certifications: Submit a copy of all licenses, certificates, registrations, permits, etc. that your company / staff possesses to include, but not be limited to occupational, state and local, registrations, safety certifications, etc. Company must be licensed and/or registered in the State of Florida in all required disciplines.
- Tab 7: Evidence of Insurance. Certificate of Insurance showing coverage, forms, limits. Actual insurance certificates will be required from recommended contractor, prior to award.
- Tab 8: Company Profile: Legal name, address, telephone number, fax number, email address, web page address, etc. of the proposer, together with legal entity (corporation, partnership, etc.). Firm must be established as a legal entity in the State of Florida. Provide years in business; state whether the firm is local, regional, or national. Give a list of owners and/or partners and managers of the firm. Include names, addresses and phone numbers; any additional information that your firm wishes to supply to augment its proposal.

Specifically indicate the office address where the supervisor(s) would be located when not on the road and where they would respond from if needed by the Security Officer.

Tab 9:Descriptions / Pictures:
UNIFORMS: Provide pictures and descriptions of uniforms and City identification on
the uniform of the Security Officers;

VEHICLES: Provide pictures and descriptions of the vehicles proposed for this contract - with company name and City identification. Vehicle description should list make, model, mileage, condition, etc. Describe the equipment installed and the equipment installation configuration. Describe your vehicle and equipment maintenance procedures and schedules.

- Tab 10: Equipment: Provide information regarding the proposed equipment to be used to provide the security services in accordance with the specifications. Equipment information shall include quantity, make, model, etc. shall include radios, phones, vehicles, etc.
- Tab 11: Joint Venture: If submitting as a joint venture, submit a copy of the joint venture agreement including the financial agreement between the parties and the percentage of participation of the parties.
- Tab 12: Qualifications / Experience: Describe firm's local experience / nature of service with security contracts of similar size and complexity, in the previous five- (5) years. Proposers should be aware that bidding firms with at least ONE (1) YEAR experience providing airfield security services shall be given additional consideration in the qualification process. (baggage screening does not qualify).
- Tab 13: Staff: Because the Airport Security Manager position is extremely important to this post, please provide as much detailed information regarding the person your company is expected to put into this position. To state that you will merely hire someone after award will not satisfy this request.

In addition provide a complete list of the number of managers, supervisors, and other staff employed at the compound site from which services will be rendered Resumes for each managerial and supervisory person to be assigned to the project should be submitted, as well as those of the principals of the firm, including the following information:

- 1. Formal level of education
- 2. Relative Supplemental education
- 3. Membership in various relevant national, state and local associations
- 4. Professional recognition, awards, etc.
- 5. Experience in providing security services, including any military experience, etc. (number of years).
- 6. Any special skills, experiences, qualifications, etc.

Describe your employee screening, hiring and training practices that would apply to Security Officers proposed for the City contract. A copy of your manuals can complete this requirement. Provide the pay rate for Airfield Patrol Officers, Airport Patrol Officers, and Security Manager (See item 'E" under Specific Requirements of the Contractor).

Briefly describe your supervisory and employee evaluation practices that would apply if awarded the City contact. A copy of your personnel and/or operating manuals can complete this requirement if this information is included within it.

Tab 14:References: A list of current and former major (those exceeding \$100,000 per year)

accounts along with contact person name and phone number(s). This list should include accounts that represent company's experience with entities of similar size and exposures as the City of Fort Lauderdale. Include all Airport experience references. **PLEASE** <u>DO NOT</u> INCLUDE CITY OF FORT LAUDERDALE OR ITS EMPLOYEES AS A REFERENCE.

- Tab 15: Technical Approach / Security Plan Describe the range of security and related services performed by your firm and your implementation plan for this contract. This section must address the required services noted in this RFP, and how your firm plans to provide them. Include Availability of personnel; current work load/staff participation; organization of the team that will be handling this contract. Also describe your vehicle maintenance, back-up vehicle, and vehicle replacement plan in this section. This narrative should encompass all information regarding how the bidder intends to provide "first class" security for the Airport from initial set-up and implementation.
- Tab 16: Communication: Describe the communication plan and equipment you will provide to the Security Officer. Explain how your dispatch service operates, your capabilities, and how is it equipped and staffed. Would the guard have 24 hour per day 7 days per week access to a supervisor, how would he contact the supervisor? Describe how he would contact the Fort Lauderdale Police Department, and the Executive Airport representative.
- Tab 17: Management Reports: Please provide a sample of various management reports that you will provide if awarded this contract. Include samples of daily logs, work shift schedules, travel logs.

Any additional attachments to your proposal.

CITY OF FORT LAUDERDALE GENERAL CONDITIONS

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

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

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

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

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

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

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

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

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

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

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

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians. ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.11 SCRUTINIZED COMPANIES

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

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

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

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

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

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

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

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER - Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB. RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

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

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

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

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

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

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

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- **3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED: Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- **3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- **3.05** WARRANTIES OF USAGE: Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL: When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS: The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- **3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS: Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT: In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

- **3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- **3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY: If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

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

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

- **3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered <u>when applicable</u>: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

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

- **3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO

AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices of intent.htm

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

PART IV BONDS AND INSURANCE

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

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

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

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
 - Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- **5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- **5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- **5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- **5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as

officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- **5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- **5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- **5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION: There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
 - The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 - 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 - 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

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

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

NAME

RELATIONSHIPS

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

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

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

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

Submitted by: (signature) (date) Name (printed)___ _____Title: Company: (Legal Registration) CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/). Address: _____State:_____Zip_____ City Telephone No. FAX No. Email: Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): Payment Terms (section 1.04): _____ Total Bid Discount (section 1.05): _____ Does your firm qualify for MBE or WBE status (section 1.09): MBE WBE ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal: Addendum No. Date Issued P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services? YES _____ NO VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

revised 6-16-11

RFP NO. 545-11298 TITLE: Airport Security Services

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's 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 RFP. Violation of the foregoing provision may result in contract termination.

(1)	Business Name	Sec.2-199.2. <u>and</u> a comple	A copy of the City of Fort Lauc	Fort Lauderdale Ordinance No. derdale current year Business Tax id their addresses shall be provid Dity.	Receipt
(2)	Business Name	Sec.2-199.2.	A copy of the Business Tax and their addresses shall be pro	of Fort Lauderdale Ordinance No. Receipt <u>or</u> a complete list of vided within 10 calendar days of	full-time
(3)	Business Name	Sec.2-199.2.		of Fort Lauderdale Ordinance No. y Business Tax Receipt shall be y the City.	
(4)	Business Name	Ordinance No		n as defined in the City of Fort La en certification of intent shall be y the City.	
(5)	Business Name	Ordinance No		n as defined in the City of Fort La en certification of intent shall be y the City.	
(6)	Business Name	No. C-12-04,		d in the City of Fort Lauderdale O ualify for Local Preference consi	
PROF	POSER'S COMPANY:				
AUTH	ORIZED COMPANY PERSON:	NAME	SIGNATURE	DATE	

ATTACHMENT "A"

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: 545-11298

Project Description: Airport Security 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:				
Authorized Company Person's Signature:				
Authorized Company Person's Title:				
Date:				

Question and Answers for Bid #545-11298 - Airport Security Services

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

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COPY City of Fort Lauderdale for Airport Security Services

In Response to Request for Proposal RFP # 545-11298

Due November 12, 2013 by 2:00 p.m.



Presented to:

AnnDebra Diaz Purchasing

Presented by:

Taylor McDonald

Business Development Director Government Services/Florida Region Mobile: 954-415-7419 Facsimile: 954-425-8275 Email: taylor.mcdonald@alliedbarton.com







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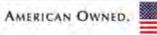


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This security services data, furnished in connection with a request for information, will not be disclosed in whole or in part to any third party. This restriction does not limit the right of the City of Fort Lauderdale/Fort Lauderdale Executive Airport to use information contained in the data if it is obtained from another source without restriction.

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1. BID/PROPOSAL SIGNATURE PAGE

Please see Tab 1 for the AlliedBarton's signature page.

2. COST PROPOSAL PAGE

Please see Tab 2 for the AlliedBarton Cost Proposal.

3. FORMS

Local Business Preference Certification

E-VERIFY Affirmation Statement (Attachment "A")

Non-Collusion Statement

Please see Tab 3 for all of the above referenced forms.

4. LETTER OF INTEREST

Letter of Interest: Briefly state the Proposer's understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in this RFP. The letter of interest should not exceed two (2) pages.

Please see Tab 4 for the AlliedBarton letter of interest.

5. NARRATIVE

Proposer will include a comprehensive narrative to include the following: Understanding of the City's needs for security services at the City's Executive Airport facilities and your overall approach to those needs, including monitoring and supervising assigned Security Officers. Specifically, comment on what type of management controls, supervisory inspections, and check-in provisions you utilize to monitor the actions and whereabouts of assigned Security Officers.

Understanding of the City's Needs for Security Services at the City's Executive Airport Facilities

AlliedBarton will provide the City of Fort Lauderdale Airport Division with Security Services in accordance with the RFP specifications or RFP #545-11298. We will provide sufficient and qualified personnel to patrol the Airport's specified property, tenant aprons, runways, taxiways, and any other areas within the Airport property as may be designated by the Airport Manager. In addition, in addition we will provide a Security Officer(s) to be posted at the Airport or Downtown Helistop on a scheduled or non-scheduled basis, as needed.

AlliedBarton will provide the following personnel:





- Security Manager
- Senior Airfield Patrol Officer
- Airfield Patrol Officer
- Extra Security Officer

Plan of Approach

The Scope of Services as described in the RFP requires a contractor who has the experience and past performance in airfield operations at general aviation airports to demonstrate that the contractor has the ability to perform the services on day one. Of major importance within this area of responsibility is the need for highly qualified, highly skilled, well trained, **customer service oriented security personnel** working to deter against unauthorized, illegal, or potentially life-threatening activities directed towards airport employees, contractors, visitors, resources, and property. Paramount to the successful operation of the general aviation airport security services program is its capability to provide for the security and safety of its staff, contractors, pilots, passengers, visitors, as well as airplanes and property while providing a high level of customer service. The selected company must understand the importance of building a program that leverages industry best practices to provide the level of security that the Airport requires with a transition that is seamless.

AlliedBarton stays current with changing and emerging regulatory standards of Title 49 CFR Part 1550 (General Aviation) and Title 49 CFR Part 1542 (Airport Security) to ensure that our clients meet the ever changing aviation security compliance standards.



AlliedBarton actively participates in the Florida Airports Council (FAC), Airports Council International (ACI), American Association of Airport Executives (AAAE) and is a long-term member of ASIS International. We participate as active members in the following committees: General Aviation Security Committee (AAAE), Public Safety & Security Committee (ACI), Air Cargo Security Committee (ACI), and Transportation Security Committee (AAAE).



AlliedBarton has the experience, the personnel and the qualifications needed to protect Fort Lauderdale Executive Airport pilots, passengers, visitors, employees, contractors, airplanes and facilities. We provide security patrols, monitoring of safety equipment, access/egress duties, screening, airfield patrols, patrol responsibilities with visual inspections and post checks, physical checks, emergency response planning, first responders, comprehensive supervision, Quality Assurance, and security force

work planning through a *blend of quality people, industry-leading training, and dedication to customer service*-all of which are supported and facilitated by state-of-the-art technology, as well as a national and local management presence. *We know our services cannot be a "one solution fits all" approach. Each client has their own unique requirements and challenges that a security company must be able to recognize, and adjust their processes to meet or solve with success.*





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Fixed posts and patrols collectively contribute to the overall security envelope of personnel and resources at a General Aviation (GA) facility. In the most discreet and professional manner, AlliedBarton security officers detect and prevent persons seeking to gain unauthorized access to client-controlled hangars/airplanes or other equipment, direct visitors, monitor parking facilities, and provide perimeter patrols to enhance visibility and extend security coverage throughout the airport.

Detection is achieved by alert, well-trained AlliedBarton security personnel. Once on post each security officer adheres to his/her post limits and apply appropriate access control procedures at all times.

Prevention of unauthorized access is also accomplished by the visible, physical presence of members of the AlliedBarton security force. Uniformed officers at fixed and roving posts control the authorized movement of employees, contractors, concessionaires and visitors while deterring the unauthorized entry of prohibited persons.

AlliedBarton's basic (initial), refresher, and in-service training provide each security officer with the ability to recognize and detect unauthorized persons within the airports' facilities.

Security Officer Post Duties. The information provided in each post's procedures manual will contain General, Post, and Specific Orders for each particular post. Security force members will be 100 percent knowledgeable of their assigned post duties, reviewing orders and pass-downs at the

beginning of their shift with supervisors for updates or changes. The security force will receive random "nonotice" assessments by supervisors and management personnel on their knowledge of their post assignment and procedures. Deficiencies are documented during these assessments, incorporated into the Quality Control process and brought to the attention of the account manager. The account manager is responsible for correcting deficiencies in officer knowledge.

Fixed posts are manned at all times during the contractrequired post coverage hours by trained and gualified

personnel. At no time is an open post tolerated, unless a special and unusual emergency situation requires diversion of personnel from fixed posts. During these rare instances, only direction from Airport management allows the diversion of personnel from any fixed post.

Access Control. The security force management team will ensure officers and supervisors understand all Post Orders, in particular, those addressing entrance and exit control of personnel and property. Unescorted access policies will be strictly adhered to in all cases. Prior to being assigned to any post, in particular vehicle access posts, security officers will have completed the basic (initial) training to be certified to operate various detection equipment items that will be used at a particular post. Furthermore, through in-service and refresher (re-certification) training our security force stays current on not only the equipment, but also the procedures to ensure the completion of a thorough inspection.





Incident Reports. The process of records keeping is an essential task in the management of any security force contract. AlliedBarton uses established policies and procedures regarding the numbering, formatting, coordinating, approving, reviewing, maintaining and distributing of written reports. Reports are generated for situations contrary to the normal day-to-day operation and include occurrences such as accidents, fires, bomb threats, emergencies, unusual incidents, unlawful acts, hazardous conditions, and injuries. Security Officers, Supervisors and Managers prepare reports/records on designed and furnished forms, providing copies of the incident or as directed. All reports and documents are collected, distributed, filed sequentially by date, and stored in accordance with established procedures.

24-Hour Duty Log/Operations Log/Shift Report and Incident Reports. Officers maintain a 24hour a day Daily Log, which is reviewed by your account manager and supervisors. The Log is a chronological record of events and includes administrative data such as the opening/closing of posts, completion of inventories, and transfer of any post property as well as a synopsis of significant events (incidents) occurring during the shift or other information items required by the Airport. Significant events occurring away from the facilities may also be recorded if required by General and Special Orders and/or direction of the Airport. The most important element of the Daily Log is to provide a brief synopsis of incident reports, security violations, repair notices (safety) and other unusual events. In addition to it being reviewed at the beginning of each duty day, the log will be available for review throughout any given shift. Incident Reports are generated immediately following any event/incident, and will be reported to the Airport.

Emergency Response. Post Orders will identify Emergency Plans at each Airport post. Officers will be trained and tested to ensure their ability to support emergency response consistent with Airport policies and directives. Situations occasionally arise that requires the diversion of resources to mitigate potential threats against people and property, and also to perform a specialized task. During these scenarios, shift supervision will consult with the account manager or FXE operations prior to requesting approval for diversion, except in cases of extreme emergency that is time critical. An appropriate level of management or supervision will contact the appropriate personnel to divert resources.

In support of Fort Lauderdale Executive Airports requirements AlliedBarton will:

- A. Provide Airport Management with original copies of all Security Officers daily logs which will reflect the location and time of each area that is patrolled, significant occurrences, incoming and outgoing phone calls, and detailed reports of aircraft alerts, incidents or accidents, airfield light inspections, surface incidents/runway incursions, security gate checks, nighttime aircraft logs, and any other activities deemed necessary by the Airport Manager. The logs will be provided the next day to the Airport Manager or designated representative, with a Summary Report by the Security Manager. <u>All logs and reports will become the property of the City.</u>
- B. Patrol all City-owned property as designated by Airport Manager including hangar, taxiway, runway, apron areas, as well as the road system on the Airport perform a visual inspection of each runway and taxiway, removing any foreign objects and reporting any broken navaids/lights. Clear airport, taxiway, runway, and apron areas of







ALLIEDBARTON SECURITY SERVICES Local Response National Support

unauthorized animals, vehicles, personnel, and aircraft as requested by the Airport Manger or Control Tower. Runways and Taxiways are to be inspected at least once per shift or as required by Airport Management.

- C. Escort personnel, vehicles, and equipment on to the Aircraft Operating Area and remain with them until relieved or the work is completed as required by Airport Management.
- D. Inspect and report to Airport Management all non-operating security lighting, building lights, and Airport Security street lighting. The Security Officers will check, log, and report all inoperative NAVAIDS, airfield lights, and obstruction lights on Airport property in a timely manner, as scheduled by Airport Management.
- E. Respond to all Airport alert, maintenance and fire calls, and assist the Police Department, Fire Department and Control Tower, as required by Airport Management. Coordinate with Control Tower personnel by two-way radio in the event of emergency situations. The Security Officers on duty will have a ground control radio in their possession, at all times, when on duty at the Executive Airport. This radio will operate on 121.75 MHz, or any other frequency change that may be requested by the Airport Manger or Air Traffic Control Tower, and will be used for direct communication with the Air Traffic Control Tower.
- F. Be responsible for the opening and closing of all gates and the surveillance of all fence lines on the airport premises. Check security access gates for proper operation once per shift or as required by Airport Management.
- G. Disseminate information as required by Airport Management. Log and report any damage to City property. Promote favorable public relations in public contact situations, which may include getting out of the car and visiting with tenants if requested by the Airport Manager.
- H. Log any activities required by Airport Management.
- Coordinate with the City of Fort Lauderdale Police Department, and other governmental agencies in reference to emergency or criminal activity as required by Airport Management. The Security Officers will log all suspicious activities and report them to the Police and Airport Management. The Security Officers will immediately report all felonious activities to the Police Department and Airport Management.
- J. All Security Officers will also have direct radio and or cellular phone communications with the Contractor's dispatch on a 24-hour basis without using an answering service. Each Security Officer on duty at the Airport must be able to communicate with one another by radio (not including the radio used to communicate with the Control Tower) or cellular telephone.

AlliedBarton proposes an operating plan that incorporates our experienced management team of well trained, empowered decision makers; the expertise of 50 plus years of best practices in Post Order development, quality inspection procedures and incident reporting; along with advanced technology to enable exceptional staffing management to ensure post coverage and real-time tour monitoring. Our comprehensive security program will be delivered by officers that represent the brand and image that the Airport requires.

In addition to AlliedBarton's expertly trained management and officer teams, we propose a combination of the following technologies to enhance the Fort Lauderdale Executive Airport security program.





- 1. **PostWatch** to ensure that officers assigned to duty are on duty at the prescribed post at the required start time.
- 2. We propose using **accessAlliedBarton** to help you manage your security operations efficiently. Our secure client website, made available to AlliedBarton clients as a value-add, provides access to scheduling and invoicing information, when and how you need it. This is an advantage on a daily basis as you oversee operations, and is also an incredible resource as you budget and plan for future security needs.

Details of our financial and management approach are described below.

FINANCIAL MANAGEMENT

	ALLIEDBARTON FINANCIAL MANAGEMENT FOR SECURITY SERVICES AT THE FORT LAUDERDALE EXECUTIVE AIRPORT AND HELIPORT				
Financial Management	Accounts payable, invoicing, time-keeping, payroll, cash management, and financial audits. AlliedBarton uses an in-house computerized cost-accounting system called WinTeam software that allows AlliedBarton to accurately track costs on a client-by-client basis.				
	WinTeam over the years has resulted in fewer payroll discrepan our officers and support staff. Our ability to provide direct depo	AlliedBarton uses WinTeam software for scheduling and payroll processing. Use of WinTeam over the years has resulted in fewer payroll discrepancies and accurate pay for our officers and support staff. Our ability to provide direct deposit and Paycards for our employees means that they receive their pay on time and can access it immediately with no check cashing fees.			
Payroll Management	accessAlliedBarton can help you manage your security operations efficiently. Our secure client website, made available to clients as a value-add, provides access to scheduling and invoicing information, when and how you need it. This is an advantage on a daily basis as you oversee operations and is also an incredible resource as you budget and plan for future security needs.				
	The availability of on-demand access to scheduling information, requests, invoices and payment history that matches your prefe spend more time focusing on your core business. This is also a s eliminate paper invoices.	erences means that you can			
Human Capital Management Resources	Assistance with recruitment, hiring, employee-benefits processing, labor relations, and employee development and recognition initiatives. The Human Resource module of WinTeam (HR Tracker) allows AlliedBarton to ensure all of our security professionals meet and/or exceed the qualifications and proper training required in the scope of work prior to their assignment to any post.				
Strategic Sourcing	Centralized purchasing of uniforms; security equipment; vehicles and related vehicle equipment; radio communications; computers; office equipment and furniture; and disposable supplies allows for significant discounts. Our experience in outfitting large				

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	ALLIEDBARTON FINANCIAL MANAGEMENT FOR SECURITY SERVICES AT THE FORT LAUDERDALE EXECUTIVE AIRPORT AND HELIPORT				
projects has enabled us to develop ongoing vendor relationships which ensure available vendor credit and the most advantageous pricing for AlliedBarton and our clients.					
Information Technology	nformation Technology Recurs and the processing services and manuals development; project computerization and data processing services. The account manager will be provided a computer and dedicate access to AlliedBarton's corporate computer network. This will allow for immediate and secure access to all the necessary personnel information and project information to assist them in their day-to-day project management activities including report generation.				

EMPLOYEE MANAGEMENT

Security Operations Supervision and Management

Our local managers are empowered decision makers who understand the needs of Fort Lauderdale Executive Airport. These managers routinely deal with scheduling, coverage for sick days, uniform ordering, training compliance—all the operational components that make up a seamless security program. AlliedBarton has more than 56 years of security industry experience, including supporting a national network with human resources, training, recruiting, technology and strategic sourcing. We consider our local management teams to be a critical internal client, and we make their needs a priority. Our managers set high standards for service; standards that are maintained through continuous, effective supervision.

Account Manager Model

AlliedBarton account managers represent the critical difference between AlliedBarton and other security providers. This manager is dedicated to your account, knows everything about your needs and the needs of our officers, and typically is rewarded through incentive compensation for performance in key functional areas.

Quality Inspections

As a primary tool of the supervision process, inspections help us meet our contracted obligations. AlliedBarton inspects security services at client sites on a routine and random basis.

- Inspections offer the opportunity for management to work with security officers, providing handson training, mentoring and supervisory support.
- Officers demonstrate proficiency at their duties under close, expert observation.
- Ongoing inspections ensure officers consistently meet your expectations.
- Inspections provide positive reinforcement, solicit feedback and promote communications among supervisors and field personnel.
- Inspections allow us to identify any areas that need improvement or perhaps suggest changes in post orders that will result in better service.





ADMINISTRATIVE PROCESSES AND PROCEDURES

Post Orders

Post orders represent the playbook that guides the day-to-day activities of the entire account security team. Post orders differ widely among contract security services firms. While some treat post orders as a little more than a telephone directory, AlliedBarton takes a far more serious approach. Post Orders and Standard Operations Procedures manuals are essential components of our security programs. Our local managers create, implement and update these manuals, while our security officers refer to them consistently. For your, post orders will include all current service data and requirements, information we follow strictly and continuously.

The Fort Lauderdale Executive Airport will have an Operations Procedures Manual (OPM) or Post Procedures Manual (PPM), based on hours and/or account requirements. The following list describes at a high level what each document provides.

Operations Procedure Manual (OPM)

- a. The OPM must contain all applicable sections (Introduction, Security Basics, Access Control, Patrol Procedures, Emergency Procedures, Miscellaneous Procedures and Policies, Appendices as appropriate).
- b. An accurate table of contents.
- c. Required approval signature of the account manager (client optional)
- d. Six month review dates initialed by account manager.
- e. Current AlliedBarton Table of Organization.
- f. Current Client Table of Organization.
- g. Current Emergency Notification List for all client contacts and AlliedBarton Security management personnel.
- h. Site specific "Quick Reference Emergency Procedures Checklist" filed as an appendix, which contains the emergency procedures in checklist form for emergency use (required if the site emergency procedures are not written in checklist form).
 (Any additional "Quick Reference Emergency Procedures Checklists" used at other site posts must be identical to the OPM copy).
- i. Post Orders for each site post (if applicable).
- j. Sample (site-specific format) Daily Journal and Operations Log, or client format log.
- k. Sample (site-specific) Incident Report, or client format incident report.

The Fort Lauderdale Executive Airport OPM will contain the following:

- A) Standard Operating Procedures for both routine and emergency situations.
- B) Fort Lauderdale Executive Airport's (FXE) Security Officer duties, procedures, and code of conduct.
- C) Airport and Tenant Contact Information
- D) Maps and Diagrams
- E) Updated weekly schedule for all Security Officers assigned to the Airport post including contact information
- F) Any other items required by the Airport Manager.





Post Procedures Manual (PPM)

- a The Post Procedures Manual (PPM) contains all applicable sections key and equipment inventory sheet if appropriate, Read File with Handbook, and OJT Guidebook.
- b. A Read File that meets internal standards (the Read File can be included in the PPM or you may have a separate Read File).

Incident Reporting

Accurate incident reporting is essential in emergency situations, especially those cases that might involve police investigations or insurance companies. A regular review of incident reports can also identify any security trends that may indicate a need for adjustments to your program. Our officers are trained in report writing to ensure accurate, detailed and clear information.

Each security officer will provide a report for any circumstances that require explanation, such as assistance of emergency units or notification of civil Airport. Such incidents also include accidents, personal injuries and criminal activity. We maintain a file of incident reports on-site along with a summary report, if necessary.

AlliedBarton offers a web-based software package designed specifically to document security incidents. This helps streamline record keeping, produces clear and concise incident reports, summarizes incidents by selected criteria over specified time periods, and quickly retrieves past incident reports. We offer the software at a specially discounted rate to clients.

Scheduling

Accurate scheduling is a vital component of our effectiveness and client satisfaction. Our automated scheduling system provides the Airpot with the most accurate, efficient scheduling available. The system not only plans who is scheduled for work and when, it also integrates with our training compliance tracking to ensure scheduled security officers have the necessary training and skills.

In addition, managers who are directly responsible for employee schedules participate in our **How to Create and Manage a Schedule** training program. This training helps ensure schedules are efficient and meet contractual requirements.

Our quality scheduling protocols include:

- Providing all hours of contracted service.
- Scheduling officers who have received every training specific to your site.
- Maintaining scheduling standards such as a maximum of 12 hours per shift, minimum of eight hours off between shifts, and at least 24 consecutive hours off each week.

AlliedBarton's scheduling system records the requirements of each post and allows for effective tracking of all changes. We can also quickly and appropriately respond to call-offs due to illness or other events that could potentially disrupt fulfillment of coverage requirements.

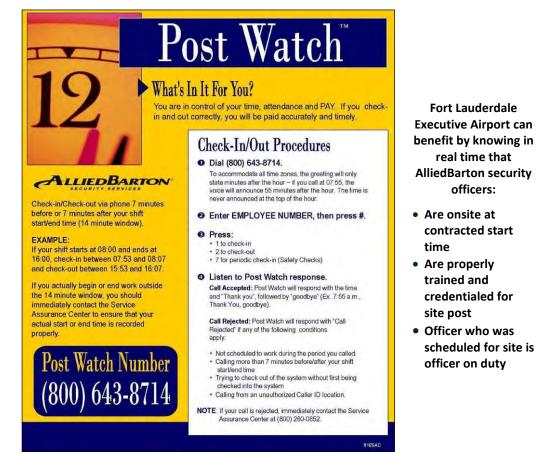
AlliedBarton employees are given more than a week's advance notice of their schedules so they can effectively manage their time and personal commitments without compromising their professional lives and service delivery.





Post Watch

- Post Watch time system notifies supervisor of any open posts within 15 minutes of start time
 - Shift Supervisors notified of call off holds over present staff up to four hours
 - Current Fort Lauderdale Executive Airport-trained officers are contacted to fill post
 - Flex force contacted to fill post
 - **Project Manager is notified**



Post Watch ensures that officers assigned to duty are on duty at the prescribed post at the required start time.

Using Post Watch AlliedBarton can provide the Fort Lauderdale Executive Airport with support statistics including:

- Officer attendance/absence tracking
- **Emergency management contact/support**
- Real-time schedule updates (reduced payroll/billing discrepancies)
 - Safety check call to ensure officer's safety
 - Alarm response and 1st responder dispatch

accessAlliedBartonsm

Technology can help you to streamline operations, create efficiencies and easily access the information you need. Those advantages can be applied to many aspects of your business including security operations.



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officers:

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Our secure client website, made available to AlliedBarton clients as a value-add, provides access to scheduling and invoicing information, when and how you need it. This is an advantage on a daily basis as you oversee operations and is also an incredible resource as you budget and plan for future security needs.

As your security staffing needs change, you can also easily order temporary or additional coverage through *accessAlliedBarton*.

- Invoices and payment history are available for the past 18 months, can be printed or exported, and hours can be viewed by location or time period. Easily accessible invoices and flexible reporting can simplify security management.
- Scheduling is simplified with accessAlliedBarton as you can view regular and extra posts and print or export schedules as needed. You will always have access to your assigned coverage levels and know who is scheduled to be on site.
- Online ordering of temporary or additional security coverage is easy and confirmed by email. Your AlliedBarton manager is automatically notified of your request and you will have peace of mind knowing that your staffing needs are met.

The availability of on-demand access to scheduling information, confirmation of changes or requests, invoices and payment history that matches your preferences means that you can spend more time focusing on your core business. This is also a sustainable solution as it can eliminate paper invoices.

6. BUSINESS LICENSES AND CERTIFICATIONS

Submit a copy of all licenses, certificates, registrations, permits, etc. that your company / staff possesses – to include, but not be limited to occupational, state and local, registrations, safety certifications, etc. Company must be licensed and/or registered in the State of Florida in all required disciplines.

Please see Tab 5 for copies of AlliedBarton licenses and certifications.

7. EVIDENCE OF INSURANCE

Certificate of Insurance showing coverage, forms, limits. Actual insurance certificates will be required from recommended contractor, prior to award.

Please see Tab 6 for Evidence of Insurance.

8. COMPANY PROFILE

Legal name, address, telephone number, fax number, email address, web page address, etc. of the proposer, together with legal entity (corporation, partnership, etc.). Firm must be established as a legal entity in the State of Florida. Provide years in business; state whether the firm is local, regional, or national. Give a list of owners and/or partners and managers of the firm. Include names, addresses and phone numbers; any additional information that your firm wishes to supply to augment its proposal.



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AlliedBarton senior officers:

- William C. Whitmore, Jr. President and Chief Executive Officer
- William A. Torzolini Senior Vice President, Chief Financial Officer and Treasurer
- David I. Buckman Executive Vice President, General Counsel and Secretary
- Richard P. Mullan Vice President/General Manager, Florida Region

BROWARD COUNTY COMMUNITY PRESENCE

Our more than **3,000** security officers across the State of Florida are proud to serve its citizens and visitors.







SERVICES



Our 2,500 employees operating out of South Florida currently provide almost 50,000 hours per week of security services and safety solutions.





9. DESCRIPTIONS / PICTURES

UNIFORMS: Provide pictures and descriptions of uniforms and City identification on the uniform of the Security Officers;

VEHICLES: Provide pictures and descriptions of the vehicles proposed for this contract with company name and City identification. Vehicle description should list make, model, mileage, condition, etc. Describe the equipment installed and the equipment installation configuration. Describe your vehicle and equipment maintenance procedures and schedules.

Uniforms

UNIFORMS AT NO COST TO EMPLOYEES

In the security industry, perception <u>is</u> reality. How an officer looks and acts has a direct bearing on the perception of the security program that the security officer supports. AlliedBarton has always made the commitment to purchase only high quality uniforms that are individually tailored to each officer that reflect the work culture and business environment of our clients. We also make sure that our officers are given a generous issue of uniform garments so that they always present a neat, crisp and professional appearance, at no cost to them.



A variety of uniform styles are offered to meet the requirements of different facilities and posts, including outerwear and foul weather



gear. All uniforms are washable, permanent press and low maintenance. All uniforms will be customized to include the required City and/or Airport identification.

AlliedBarton's security officer uniforms will reflect the look and style the Airport desires for its contract security officers.

AlliedBarton is committed to building a robust alliance of diversified suppliers in fulfilling our customer's requirements and will continue to be proactive developing partnerships to minimize costs while maximizing value for the Airport and your contracting budget. We have provided on the following pages a snapshot of our military and executive-style uniforms.





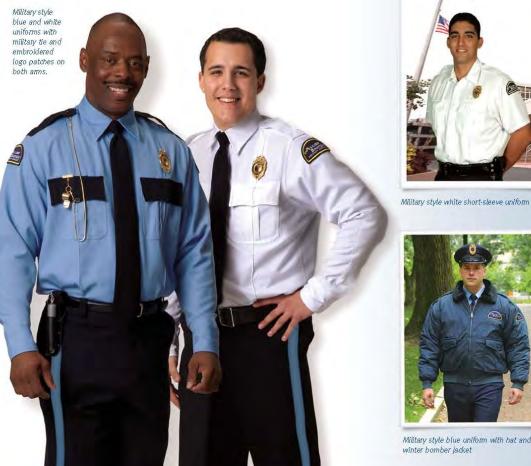
Military Style

Any security program will be enhanced by the official appearance of AlliedBarton's Military uniform options. This style is ideal for security programs that demand a high level of visibility and security presence to help deter crime.

Our Military style shirt is available in two-tone blue or white. Shirts feature epaulets, two pleated chest pockets with three-point flaps and sewn-in military creases. The midnight navy slacks, officer utility belt, and military hat, along with our standard breast badge, complete the regimented, traditional feel of the Military style uniform.



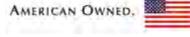
Military style blue short-sleeve uniform with security baseball cap





Military style blue uniform with hat and winter bomber jacket

AlliedBarton Security Services





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Executive Style

Security environments often require security officers to both welcome and protect. For these posts, AlliedBarton's Executive uniform options provide a polished and professional appearance to enhance any visitor-friendly security program where customer service is key.

Our Executive Traditional style uniform features men's and women's slacks in heather gray with pleated fronts and tapered legs. An upgraded Executive Exclusive version of our traditional uniform features a custom fit dacwool suit available in select colors and features an assortment of crossover and standard ties to enhance the professional look.





AMERICAN MANAGED.

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Vehicles

AlliedBarton will provide two (2) late model 4WD Ford Explorer as detailed below:

4WD Ford Explorer	The 4WD Ford Explorer will be equipped with a yellow light bar and appropriate markings (Fort Lauderdale Executive Airport Security Patrol) in 6" reflective lettering and a trailer hitch capable of pulling 2000 pounds.
ALLED BARRON	Each vehicle will have a professionally installed 2- way vehicle aviation radio with at least 5 watts of power as well as a hand held aviation band transceiver with a back-up battery. Each radio will have the capability of transmitting and receiving on 720 frequencies. The vehicle radio will remain on at all times and the hand held unit will be on and with the Security Officer any time they are outside the vehicle.
	All vehicles will carry an adapter to charge the radio/cell phone using the vehicle's power.
	Each vehicle will have a locker with the listed items enclosed: first aid kit, flashlight, small tool box containing pliers, screwdriver, adjustable wrench, etc., rain gear including rubbers boots, jackets and pants, vehicle tow strap with hooks on each end, and an operational and current fire extinguisher capable of extinguishing A, B and C type fires. Scoop type shovel, push broom, and one plastic five gallon bucket.

An additional backup vehicle will be available within 30 minutes and have the equipment and capabilities listed above. This vehicle will be equipped with an amber rotating or flashing beacon.

10. EQUIPMENT

Provide information regarding the proposed equipment to be used to provide the security services in accordance with the specifications. Equipment information will include quantity, make, model, etc. will include radios, phones, vehicles, etc.

Equipment

Each Security Officer on duty will have a radio/cell phone compatible with the City's radio/cell phones and the proper number back-up batteries to ensure no interruptions to service. Each cellphone will have the ability of capturing and delivering images via text messaging and unlimited texting capabilities. Additionally vehicle units will carry an adapter to charge the radio/cell phone



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p. 133



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City of Fort Lauderdal

ICOM

VHF AIR BAND TRANSCEIVERS

IC-A14 IC-A14S

9COM

000

Awx-ALT 5 DUP-W

7 WX

ENTSET

1 ANL

2 SCAN

8 BEEP

0121.5

6 DUP

9 740

Easy to Use, Rugged and Compact with Icom's "V Speed" Audio!

700mW* loud audio

Because air band radios are usually operated in high-noise environments, it is essential for the radio to provide loud and clear audio. The IC-A14/S series employs a BTL amplifier that doubles the audio output, offering loud and clear audio that'll cut through cabin or tarmac noise. (* Internal speaker only)

Full keypad type or Simple keypad type

The IC-A14 full keypad type allows you to input the channel or frequency directly and has an exclusive button for the 121.5MHz emergency channel. The IC-A14 receives NAV and WX channels. The IC-A14S simple keypad type provides simpler operation with a minimum of buttons that is suitable for ground crews.

Compact, light weight and rugged body

The IC-A14/S series is compact (only 120mm tall) and light weight (approx. 350g including antenna and BP-232N). The water resistant construction, equivalent to IPX4, provides reliable operation in wet conditions.

Large capacity Lithium-Ion battery pack

With the 2000mAh large capacity Lithium-Ion battery pack, BP-232N, the IC-A14/S series provides stable output power and 18 hours long (approx.) operating time*. The BP-261, battery case takes 6 AA (LR6) alkaline cells for convenient battery backup.

* Typical operation, Tx:Rx: Stand-by=5:5:90.

200 channels with memory banks

A total of 200* memory channels can be named with an 8-character channel name for easy recognition. For fast and simple operation, these channels can be grouped into 10 memory banks*.

* IC-A14 only. The IC-A14S has 100 memory channels and memory banks are not available.

> BC-179 holder type battery charger The battery charger, BC-179, securely holds and charges the radio, even in bumpy conditions. The cigarette lighter cable, CP-22, can be used with the BC-179.

> > Rugged

MIL-STD 810

IPX4

CAM#19-038

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IC-A14

....

City of Fort Lauderdale

VHF AIR BAND TRANSCEIVERS

· Side tone function allows you to hear your own

Other outstanding features

. 5W typ. (PEP), 1.5W (CW) output power

voice via a third party aviation headset

LCD backlight for night time operation

IC-A14 · IC-A14S

- · ANL (Auto Noise Limiter) for noise reduction
- . Low battery indication and beep alert
- Adjustable microphone gain setting
- BNC type antenna connector
- Supplied accessories: (" depending on version) Baltery pack, BP-232N or battery case, BP-261* Battery charger, BC-179* AC adapter, BC-174A/E* · Belt clip, MB-94 - Antenna, FA-B02AR Handstrap



OPC-656 : Power supply cable for use with BC-121N Icom, Icom Inc. and the Icom logo are registered trademarks of Icom Incorporated (Japan) in the United States, the United Kingdom, Germany, France, Spain, Russia and/or other countries.

third party headsets.

ICOM Inc. 1-1-32, Kami-ninami, Hirano-ku, Osaka 547-0003, Japan Phone: +81 (06) 6793 5302 Fax: +81 (06) 6793 0013 URL: http://www.icom.co.jp/world/index.html

nient lightweight operation.

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use with BC-179, 12/24V DC input available.

OPC-515L : Power supply cable for use with BC-119N/160.

Icom (Europe) GmbH

Communication Equipment Himmelgelister Str. 100, D-40225 D0sseldorf, Germany Phone I+49 (0211) 330339 Fax : +49 (0211) 330339 E-malt 1:nfoglicomeurope.com URL http://www.icomeurope.com

Icom Spain S.L.

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MB-96F : Fixed type belt hanger.

Beijing Icom Ltd.

 IGC07, Long Silver Mansian, No.88, Yeng Dirig

 Road, Haidian District, Beijing, 100039, China

 Phone :+ 66 (010) 5588 5381/5392/5393

 Fax
 +86 (010) 5889 5395

 E-mail: bicom@bilcom.com

 URL: hitp://www.bjicom.com

Count on us!

Your local distributor/dealer:

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using the vehicle's power. The phone will remain on at all times, ready to receive incoming calls. AlliedBarton Airfield Patrol Officers, Senior Officers and Security Manager will be available to Airport Management while on duty at any time to discuss Airport conditions or situations.

Vehicles

Please see Section 9 for Vehicle information.

11. JOINT VENTURE

If submitting as a joint venture, submit a copy of the joint venture agreement including the financial agreement between the parties and the percentage of participation of the parties.



Not applicable. AlliedBarton Security Services LLC, formed in Delaware, is a nationwide, privately owned contract security services company headquartered in Conshohocken, PA. The company's parent is Allied

Security Holdings LLC. Since August 2008, a majority of Allied Security Holdings' membership interests are held, indirectly, by a subsidiary of The Blackstone Group, one of the world's leading investment and advisory firms.

12. QUALIFICATIONS / EXPERIENCE

Describe firm's local experience / nature of service with security contracts of similar size and complexity, in the previous five- (5) years. Proposers should be aware that bidding firms with at least ONE (1) YEAR experience providing airfield security services will be given additional consideration in the qualification process. (baggage screening does not qualify).

AVIATION INDUSTRY EXPERIENCE

AlliedBarton has extensive experience in providing security services to facilities with similar Scope of Services as the Fort Lauderdale International airport including at least ONE (1) YEAR of experience providing airfield security services. We have been providing airfield and aviation security services at North Perry General Airport (since February 2011), Opa-



locka Executive Airport (since October 2008) and San Carlos Airport as well as comprehensive aviation security programs for Miami International, Orlando International Airport and Ft. Lauderdale/ Hollywood Airports.

AlliedBarton has documented experience and significant resources committed to commercial and general aviation clients. The scope of services AlliedBarton provides in both the public and private sectors varies based upon individual location and customer requirements. All AlliedBarton security officers are trained to observe and report unusual activity. General security duties include internal and external patrols, access control, responding to calls for service in immediate areas, detecting, reporting and correcting safety hazards, enforcing policies/procedures and state laws, monitoring of



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closed circuit cameras and providing a visible deterrent to crime.

The most complex security control requirements and also the most stringently regulated are with airfield and airport security. AlliedBarton has documented experience and significant resources committed to commercial and general aviation clients. Aviation specific experience includes:

- Experience at 49 CFR Part 1542 regulated airports, with both Category X and I airports
- Experience at 49 CFR Part 1550 General Aviation airports
- Experience with facilities and airfield security at General Aviation airports
- Experience in providing gate access for vehicular traffic to the tarmac area, parking lot security service, securing baggage hold areas, baggage screening (where baggage is dropped off) and surge capacity when security protocol is changed related to elevation in threat levels
- Experience with SIDA Badge compliance and enforcement
- Security for the "hub only" areas as well as Aircraft Operations Area (AOA) in accordance with policies and TSA regulatory compliance where the AlliedBarton officers:
 - Screen all individuals entering the airport to insure that all individuals have authorization for entry by being issued an approved hub, AOA, or visitor's badge issued by the security department. All individuals pass through a RapiscanMetor 250 magnetometer and a Garrett hand scanner is used as backup. All bags entering the facility are x-rayed and all officers are trained in accordance with TSA/Federal Aviation Administration (FAA) requirements, including identification of permitted and prohibitive items.
 - Vehicles are inspected in accordance with the local Airport Security Plan to identify types of explosives, to identify places that explosives may be hidden and provide escorts when warranted.
 - Manning gates/points of entry vehicle access, pedestrian access, and access areas which accommodate both types of traffic

Program Elements	North Perry Airport	Miami International Airport	Ft. Lauderdale International Airport	Delta Airlines	Orlando International Airport
Security Force FTEs	2	240	13	200	110
Program Requirements	(Number of Years Performing Task)				
Assist customers at locations throughout the facilities, providing general information and other assistance	2	3	1	3	1



AMERICAN MANAGED.



Program Elements	North Perry Airport	Miami International Airport	Ft. Lauderdale International Airport	Delta Airlines	Orlando International Airport
Maintain post coverage/assigned schedules	2	3	1	3	1
Monitor parking/transportation permits	2	3	1	3	1
Report and document incidents, including unusual or suspicious activities.	2	3	1	3	1
Perform audits and inspections of services	2	3	1	3	1
Report hazardous conditions	2	3	1	3	1
Notify appropriate staff of medical emergencies and provide assistance until arrival of medical personnel	2	3	1	3	1
Respond to and assist in situations involving fires, explosions, bombs, floods, crowd control and other types of emergencies	2	3	1	3	1
Report vehicle and patron accidents and prepare reports	2	3	1	3	1
Report and document undesirable behavior	2	3	1	3	1
Document incidents, maintain records, compile data and prepare reports	2	3	1	3	1





Program Elements	North Perry Airport	Miami International Airport	Ft. Lauderdale International Airport	Delta Airlines	Orlando International Airport
Site Access control to include gate controlled ingress and egress, only allowing access to authorized individuals	2	3	1	3	1
Supervise and ensure compliance with customer and federal rules and regulations regarding identification of personnel and vehicles accessing the Air Operations Area or other restricted and secured areas	2	3	1	3	1
Screen and log persons and/or vehicles accessing restricted areas, conducting vehicle inspections as required	2	3	1	3	1
Observe and report suspicious activity and behavior	2	3	1	3	1
Enforce rules and regulations of customer and regulatory entities	2	3	1	3	1
Provide surge/emergency support based on changes in threat levels or special/emergency events	2	3	1	3	1
Call for local law enforcement and/or State Police and other assistance as needed;	2	3	1	3	1





Program Elements	North Perry Airport	Miami International Airport	Ft. Lauderdale International Airport	Delta Airlines	Orlando International Airport
Maintain appropriate documentation necessary for the security operations, including but not limited to: Tour (shift) logs, Incident Reports, and Other documentation	2	3	1	3	1

North Perry Airport

AlliedBarton provides general aviation airport and airfield security services at North Perry Airport including: vehicle patrol; nighttime perimeter patrol; runway and interior patrols; aircraft security for approximately 350 General Aviation aircraft; nighttime aircraft landing and takeoff log entries; runway incursions entries as well as building and security gate checks. North Perry General Aviation Airport airfield system consists of four runways; the longest is 3,350 feet with two of the runways that are lighted for 24 hour operation.

Opa Locka Executive Airport

AlliedBarton provides general aviation airport security services at Opa Locka Executive Airport including perimeter patrol. The airport offers full FBO service, a wide range of aircraft repair and maintenance services, including airframe, powerplant and avionics repair, and US Custom Service on the airfield. The airport is also home to the busiest U.S. Coast Guard Air/Sea Rescue Station.

Miami International Airport



AlliedBarton's Miami International Airport operation secures
 approximately 45 posts consisting of employee checkpoints, main elevators, vendor elevators, construction (development) areas,
 international arrival areas, the Airport Administrative Headquarters, a cargo area and its adjacent rooftop parking areas, and a Loading

Dock. AlliedBarton recently transitioned the Fire Inspection detail from the Miami-Dade Police Department to part of the permanent security coverage. The program is overseen by a dedicated Project Manager and on-site Supervisors.

Miami International was the first airport in the United States to mandate 100% employee/vendor screening to access the sterile areas of the terminal and airfield. AlliedBarton provides continuous coverage to the 5 Employee Checkpoints at Miami International Airport, ensuring that all employees accessing the Air Operations Area (AOA) are screened in order to ensure that no items that are in violation of both federal and local mandated regulations enter the AOA. In addition, the security staff verifies each employee's Airport Identification Card for validity prior to accessing the AOA. Within the airport, AlliedBarton further controls access to the AOA by authorized personnel only by



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securing the employee and vendor elevators, which are utilized for deliveries. Inspecting and documenting deliveries, verifying paperwork and enforcing badging policy are the primary duties of the officers assigned to the AOA.

Other responsibilities include securing state of the art screening equipment being installed by the TSA throughout the terminal, by enforcing badging policies, registering every employee's entry and exit to the room and ensuring no unauthorized persons exit the room with any equipment being stored there, as well as no equipment being stored in that room is tampered with or vandalized. Security Officers conduct routine walking patrols of facilities, ensuring that no equipment is vandalized or stolen.

Scope of Work Highlights

- Ingress/Egress Access Control to Terminal and Airfield
- Screen employees, vendors and packages
- ✤ SIDA badge enforcement
- ✤ Compliance with ASP
- ✤ Equipment protection
- > Interior/Exterior Patrols
- ✤ Facility Escorts
- Traffic Control and Parking Lot Enforcement
- > Quality Assurance Program

In addition, AlliedBarton officers provide ingress/egress control for construction workers and

vehicles entering the AOA Construction (CTX), conducting vehicle and personnel inspections to ensure that no unauthorized weapons and or other contraband are brought inside the AOA in accordance with TSA and Miami-Dade regulations.

At the Cargo facility, the officers are responsible for ensuring that anyone accessing the rooftop area is not taking unauthorized photos of aircraft preparing to land or making their final approach. Furthermore, they ensure that if suspicious persons and/or vehicles are accessing the rooftop areas that immediate notification is made to the on-site the Site Supervisor and the Miami-Dade Dispatch and Command Center which will dispatch Miami-Dade Police and/or Miami-Dade Aviation Security Officers to challenge the subjects. Additionally, these officers ensure that no vendor with access to the AOA have left any property opened, unsecured and/or unattended. When these situations occur, officers are trained to follow the same procedures as dealing with a suspicious vehicle and/or person.

The security force is overseen by a project manager and on-site supervisors, who assist the project manager in staff inspections, training, safety programs, scheduling, personnel issues and other various tasks as well as serving as first responders to any and all incidents that may occur.

Orlando International Airport



AlliedBarton provides a variety of services to the Greater Orlando Aviation Airport at Orlando International Airport. Chief among these functions is providing access control and vehicle searches at perimeter access points to the airport's Secure Area. The access control system, provided by the airport, consists of I-class "smart cards" issued to

employees and card readers which give detailed access information. AlliedBarton is also supplied with hard copy "Stop Lists" for use in event of a system malfunction.







In addition to access control into the Secure Area, AlliedBarton provides access control and vehicle searches into areas within the SIDA boundaries, but not into the Secure Area, at various construction entrances. Vehicle searches are also performed at various entries into non-secure areas deemed "vulnerable", such as the Landside Terminal loading dock and preferred public and vehicle-for-hire parking areas in the Landside Terminal.

In the terminal parking garages, AlliedBarton officers conduct security patrols on a 24 hour basis using electric personnel vehicles manufactured by T3 Motion, which allows the officers maximum range and visibility in a deterrent role.

AlliedBarton officers also perform crowd control functions to maintain separation between outbound TSA-screened passengers and inbound non-TSA-screened international passengers, who share the airport's APM (automated people mover) train system.

13. STAFF

Because the Airport Security Manager position is extremely important to this post, please provide as much detailed information regarding the person your company is expected to put into this position. To state that you will merely hire someone after award will not satisfy this request.

In addition provide a complete list of the number of managers, supervisors, and other staff employed at the compound site from which services will be rendered Resumes for each managerial and supervisory person to be assigned to the project should be submitted, as well as those of the principals of the firm, including the following information:

- 1. Formal level of education
- 2. Relative Supplemental education
- 3. Membership in various relevant national, state and local associations
- 4. Professional recognition, awards, etc.
- 5. Experience in providing security services, including any military experience,

etc. (number of years).

6. Any special skills, experiences, qualifications, etc.

Describe your employee screening, hiring and training practices that would apply to Security Officers proposed for the City contract. A copy of your manuals can complete this requirement. Provide the pay rate for Airfield Patrol Officers, Airport Patrol Officers, and Security Manager (See item 'E" under Specific Requirements of the Contractor).

Briefly describe your supervisory and employee evaluation practices that would apply if awarded the City contact. A copy of your personnel and/or operating manuals can complete this requirement if this information is included within it.





AlliedBarton proposes **Terry Cuzzort** for the position of **Security Account Manager** (see resume on the following page). However, we shall take three approaches to meeting the staffing requirements for the Security Account Manager as well as the additional security team members as outlined below. We will work in close coordination with Airport leadership to find a mutually agreed upon Security Account Manager to fill this critical position and meet security and safety objectives.

1. **Incumbent Retention -** We will work with the leadership team at Fort Lauderdale Executive Airport to analyze the qualifications of the incumbent Security Manager and other security officer personnel who wish to remain on the new contract. We will then screen this select group of personnel to ensure they meet the same vigorous background screening standards set forth by AlliedBarton for Aviation Security Officers and that all security licenses are up-to-date.

2. **Internal Recruiting -** From countless transitions, AlliedBarton is very experienced and knows first-hand that planning to retain 100% of an incumbent workforce is sometimes an optimistic and unrealistic expectation. Therefore, our second approach is to staff this contract with some of our top airport security personnel who are looking for new career opportunities or career advancement opportunities.

3. **External Recruiting -** We will recruit and screen the best candidates using our proven recruitment expertise to advertise, recruit, and screen the top applicants to fill the staffing profile developed concurrently with the Airport as indicated by a number of suitable personnel that we have proactively identified as potential candidates.

Staffing Plan for Fort Lauderdale Executive Airport and Heliport

The AlliedBarton staffing plan for Fort Lauderdale Executive Airport is shown below depicting key management resources and personnel from our Corporate and Florida Regional offices as well as identification of local onsite management within our Broward County office.





Terry Cuzzort

SELECTED ACHIEVEMENTS

- Conducted on-site training and certification in emergency procedures. Reduced overtime normally used for these sessions by 75%. Guardsmark, Inc
- Developed and managed reorganization of inventory in multi-million dollar distribution center. Consolidated items into categories placing high use items nearest dissemination points. Increased average hourly items shipped from 7.8 to 17.9. Service America Enterprise.
- Consolidated 7 distribution centers into 1 which increased productivity, reduced headcount by 10, and saved over \$1 Million per year. Service America Enterprise.
- Organized employees into sections and assigned specific tasks which increased productivity by over 20%. Engineered accountability procedures which reduced inventory variances and pilferage by \$100K in first year. Service America Enterprise.
- Reduced the number of accidents and workers comp claims and recouped over \$1 Million in insurance premiums in subsequent years. Service America Enterprise..
- Created and recorded radio commercial in Spanish. Increased business with Hispanic demographic by 8% in first and second quarters. Service America Enterprise.

PROFESSIONAL EXPERIENCE

Security Supervisor, Allied Barton Security Svcs, Port Everglades, FL 2011 – Present Largest American-owned security company in the United States employing approximately 50,000 people throughout the country.

- Supervised all aspects of seaport sand airport security operations, working alongside the Broward County Sheriff Office (BSO), Broward County Aviation Department (BCAD) and the Transportation Safety Administration (TSA)
- Liaison with Seaport and Airport Administration on a daily basis
- Have a current Transportation Workers Identification Credential (TWIC) card and Security Identification Display Area (SIDA)

Operations Manager, East Coast Mechanical, Inc, Boynton Beach, FL 2011 - 2011

\$20 Million Home Warranty, Air Conditioning, Appliances & Plumbing Repair Corporation Managed a large distribution center and Purchasing department with 15 reports

• Streamlined the purchasing operation and reduced headcount by 3 as well as overtime and saved over \$100k.

Senior Representative, *Primerica*, Margate, FL

\$87 Billion insurance and financial services organization.

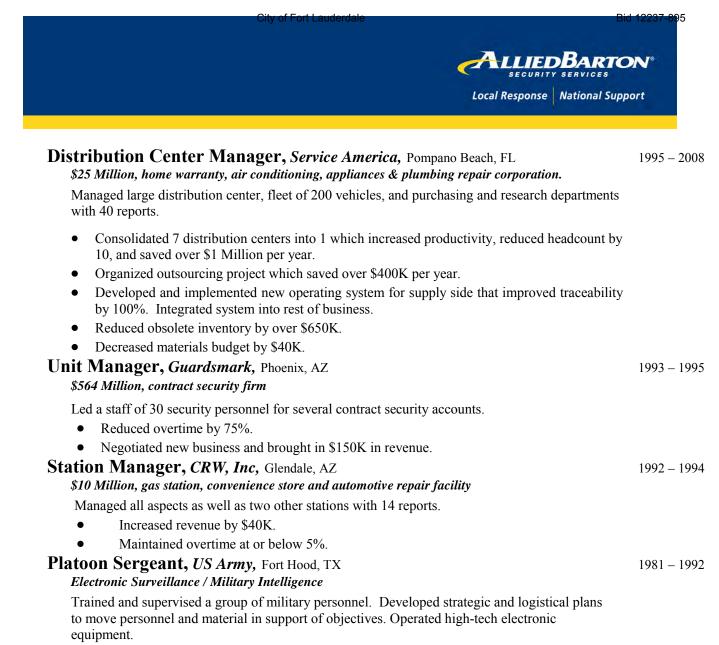
Sold, serviced and educated clients in making and saving money and becoming debt free.

- Saved client \$10K per year in payments.
- Built book of clients and helped them gain financial solvency.
- Exceeded required sales budget by 112% in first year.



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2009 - 2011



• Worked alongside local, state and federal law enforcement agencies providing intelligence and surveillance that resulted in the successful apprehension of several criminals

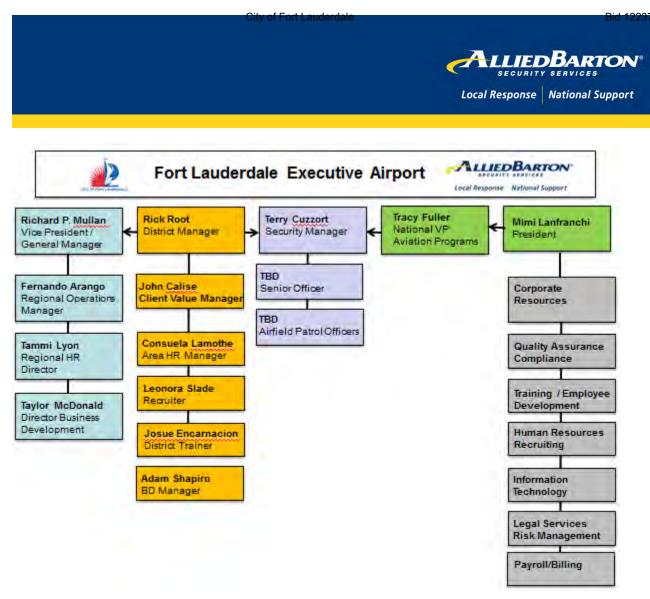
- Led Troops in Operation Desert Storm.
- Provided intelligence that led to defeat of Iraqi forces in Kuwait.

EDUCATION			
MBA Andersen Un	iversity, Sacramento, CA	2006	
BA Andersen Uni	versity, Sacramento, CA	2004	
	-		

AFFILIATIONS AND AWARDS

Various leadership and excellence awards





Employee Screening Process

AlliedBarton will comply with all minimum requirements for Security Services. AlliedBarton will comply with all screening requirements specified in the RFP for Fort Lauderdale Executive Airport.

HR Plus

HR Plus, one of the leading providers of comprehensive employment screening solutions, and a division of AlliedBarton, conducts background checks and drug testing on AlliedBarton employees. Working with an employment screening firm closely affiliated with our company ensures quality and allows for quick turnaround time. Knowing the importance of protecting your facility from the inside out, we offer our clients a discount on HR Plus services for your own workforce.

HR Plus offers clients - from small businesses to Fortune 500 corporations— - a comprehensive range of background screening solutions that can be customized for virtually every type of industry and position. Core services include:

- Background screening
- Drug testing
- Fingerprinting



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HR Plus clients appreciate the peace of mind that comes from knowing that their employees and contractors are carefully screened. The added benefits of working through a single source for all pre- and post-employment screening needs include consistent and streamlined processes and knowledgeable resources available when needed.

A commitment to accuracy is ensured by HR Plus' experienced verification specialists who personally verify and independently manage each investigation. HR Plus' services are available through a secure and easy-to-navigate web interface that can be customized to meet your needs and integrated into most human resources workflows. HR Plus leads the industry in technology solutions designed to streamline services.

For more than 40 years, HR Plus has provided thousands of clients with accurate and timely screening solutions. Headquartered in Chicago, HR Plus is a member of the National Association of Professional Background Screeners, Drug and Alcohol Testing Industry Association and Substance Abuse Program Administrators Association, and is Safe Harbor Certified.

Retention, Employee Evaluation Process and Development Planning

AlliedBarton takes pride in our industry leading employee retention and world-class training programs. At the heart of our **Dare to Be Great!** culture is the need to empower our employees and support them in their professional growth and endeavors. The elements of staffing stability are complex and interwoven, and include adequate wage and benefits, proper hiring, competent supervision, comprehensive training, employee recognition, opportunities for advancement and ongoing performance evaluations. Turnover is the by-product of lack of benefits, limited career growth opportunities, and a work culture that is bottom-line focused. It has been our experience that if an employee is supported by a culture which places *people first*, then employee retention will be high.

AlliedBarton plans to offer our employees at the Fort Lauderdale Executive Airport a variety of recognition opportunities and unlimited career growth. All of these measures will help keep employee retention high. Many of our retention efforts are best illustrated through our incentive and recognition programs. Additionally, each of our management systems has elements designed to positively impact retention.

- Our screening process tests for an applicant's predisposition to remain with an employer.
- Background checks show prior length of employment service.
- Refresher training enhances and reinforces earlier learning.
- Our computerized scheduling system helps avoid assigning shifts that are too long and/or too close together.
- Regional HR Directors focus on employee relations, customer satisfaction and compliance.
- Security Voice, our 24 hour security officer hotline, ensures an open line of communication and prompt attention to any officer need or question.
- Our management teams are trained and coached on human resource tactics that further promote employee retention.
- Decentralized management allows our senior staff to be actively involved with and easily accessible to our security officers.





Value-added and Affordable Security Officer Benefits

By providing a benefits program designed to be of real value to our employees, we attract and retain employees interested in a career in security. Our retention rates mean our officers are not just committed to security, but to <u>your</u> site. AlliedBarton security officers truly become an integrated part of your organization. We offer the following benefits:

- **Medical (full-time/benefit eligible)** AlliedBarton will provide medical coverage to all full-time benefit eligible employees. As the largest American security services company we have an extensive supplier base that allows us to access affordable healthcare coverage, including:
 - Dental insurance (full-time/benefit eligible)
 - 401(k) plan with company match
 - Life and disability insurance
 - Uniforms at no cost
 - Twelve holidays
 - Paid vacation

Through our expert knowledge of government security, we deliver specialized and trained security officers with a comprehensive understanding of and sensitivity to the issues faced by working with the public at large. Our officers undergo three major training steps that ensure they possess general security, institutional, post and public sector knowledge.

A great retention program means the Airport contract security force is on board for the long term and is a reliable presence at the various sites. Our retention efforts also mean our management remains consistent. The AlliedBarton incentive and recognition programs focus on our commitment to promote service excellence among our employees. At the heart of the program is a sincere appreciation for hard work, good judgment and continuous improvement.

- **Referral Bonus** Cash award for referring candidates who become AlliedBarton employees.
- Security Officer of the Month Commemorative plaque and eligibility for Security Officer of the Year.
- Paul Bryant Award (Security Officer of the Year) Winner for each region with cash award.
- Frank Rabena Award (Account Manager of the Year) Winner for each region with cash award.
- Harriett Lavender Award (Support Person of the Year) Winner for each region with cash award.
- Heroism Award is available where warranted / appropriate.
- Voucher Program AlliedBarton gift vouchers are issued to employees in appreciation of outstanding service or deeds, entitling them to choose from a large variety of items from our online company store as a reward/incentive.
- Length of Service Awards Various honors for every five years of service.
- Personal and Professional Development AlliedBarton provides a myriad of resources for personal and professional development, including online courses via AlliedBartonEDGE.com, suggested reading lists, a library of other resources at district and corporate training offices, and personal support and coaching from supervisors.





- Master Security Officer (MSO) Program Incentives for reaching each of five levels of AlliedBarton's formal, ongoing training and development program, including company store prizes and cash awards.
- **Outstanding Performance Recognition** Movie tickets, gift certificates, plaques and other gifts given "on the spot" for going above and beyond the call of duty.

AlliedBarton is *committed to promote and provide advanced career opportunities to our employees* and will install this commitment to the security officers at the Airport. Our career development programs include:

- MSO Program (20 module progressive training course for security officers)
- **Supervisor Workshop** (training to successfully transition officers to supervisors)
- The AlliedBartonEDGE, the Company's unique online career center, makes ongoing professional development obtainable for every AlliedBarton employee.
- Operations University (3-day Future Leaders Course for supervisors transitioning to managers)
- Leadership Development Program (fully supported formal program to develop leadership skills, provide mentoring opportunities and define progressive career paths for future leaders)
- Leaders Edge with the Harvard Business School
- Leadership Boot Camp (3-day course hosted at Corporate HQ for Account/Project Managers, District Managers, and VP's to develop management skills and establish long term goals)
- Leaders-Teaching-Leaders program
- Situational Leadership (companywide internal management training and development program for all account/project managers and above. Program teaches managers to identify different personalities and motivations in the work environment, and how to effectively manage people based on their personality/performance profiles)
- **360 Evaluations** for all managers (formal review program with annual performance assessment tool for all managers with input from; subordinates, direct reports, peers and managers)

Training

AlliedBarton is the training leader in the security industry. We were the first security company awarded Training Magazine's prestigious **Top 125 Award** for excellence in training and have gone on to win that award for **seven consecutive years** (2006 to 2012). In addition, AlliedBarton has won other awards such as the American Society for Training and Development (ASTD) BEST Award and Excellence in Practice Award (2008) and the University Corporate University Xchange Award for Excellence and Innovation for three (3) consecutive years. These recognitions are unparalleled in the security industry and the general business community.

We understand the robust training requirements that will be required for the airport's security officers and supervisors that are critical to the successful execution. Our award-winning and nationally recognized training programs for security officers, supervisors and managers form the basis for the training we will provide as required for this project. While the example curricula we have provided below includes much of the standard training points provided by AlliedBarton, rest assured our training will be customized to meet, and in many cases, exceed the requirements of the Authority.





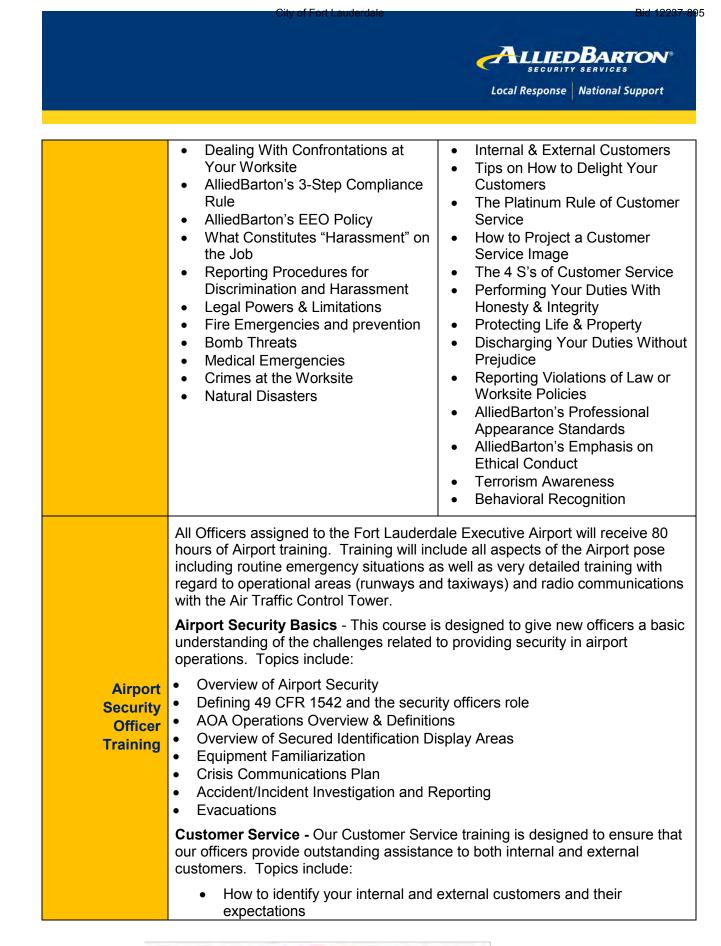
We have produced training modules, including a series focused on government facilities, that meet the latest Federal GSA standards and incorporate aviation industry best practices, delivered and monitored thorugh the EDGE, the Company's on-line learning management system. As needed, customized, project-specific programs can be deployed on the EDGE that support the specific training or customer service objectives of this project.

	AlliedBarton's Basic Security Officer Trai of our selection process. This course is monitors with a well-rounded foundation skills required to succeed as service-orie include:	designed to provide our security area of the technical and communicative
Security Officer Basic Training	 AlliedBarton's Mission, Vision, & Values AlliedBarton Code of Ethics & Professionalism Primary Functions and Responsibilities Standards of Conduct General Responsibilities of Post and Patrol Performance Standards Operational Procedures Manual (OPM) Patrol Observation Skills Customer Service Access Control Emergency Response Communication & Public Relations A Security Officer's General Orders The 5 Steps to Effective Report Writing Who, What, When, Where, Why, How Techniques for Good Report Writing The Daily Operations Log The Incident Report Policies on Arrest and Use of Force When and How to Make a Citizen's Arrest Civil and Criminal Offenses The 3 Major Types of Crimes Enforcing Your Worksite's Rules 	 What are "Bloodborne Pathogens"? How to Protect Against Bloodborne Pathogens What to do When Contaminated by Bloodborne Pathogens Grooming, Uniform Appearance The Purpose of Access Control Systems Typical types of Access Control Systems: Logs, Card Access Systems: Logs, Card Access Systems, Keypad & Intercoms, Closed-Circuit TV Systems Package Control Dealing With Intruders What to Do When Access Cannot Be Granted The Three Components of Communication Verbal & Nonverbal Communication Verbal & Nonverbal Communication Tips on Effective Listening Communication Tips Managing Conflict Public Relations Communicating With the Media (Don't) Using the Telephone Radio & Public Address Systems AlliedBarton Emphasis on Customer Service

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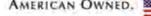
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	 The importance of "perception" and "presentation" Telephone skills How to effectively handle customer complaints Resolving conflicts
	Effective Patrolling Techniques - Since many environments are decentralized and comprised of several buildings, it is important that our officers know how to effectively and efficiently patrol. This section covers tips and techniques for conducting thorough and comprehensive patrols.
	 Static patrols Foot patrols Vehicle patrols Using senses
	Traffic Control - This training covers the different types of traffic control that our officers may be faced with. Officers are also trained to help identify any issues and maintain safety procedures.
	 Radar Public or private Special events Ticketing/violations Use of vehicle
FXE- Specific Training	 In order to ensure every officer assigned to the airport is familiar with the facilities, each officer will receive airport specific training which includes: Knowledge of and familiarization of Airport post locations Airport job tasks assigned to the individual, including a working knowledge of equipment required to perform the job in a first-class manner Airport-approved procedures used by AlliedBarton in the event of problems Customer Service training to provide airport patrons and customers with professional service. Security related training to provide airport patrons and customers with professional service Radio communication etiquette training to provide Airport patrons and customers and customers with professional service Introduction to sensitivity techniques to assist airport patrons and customers, elderly, etc.)
Annual Refresher Training	Airport Operations Area (provided by the Airport)



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AlliedBarton offers CPR, First Aid and Automated External Defibrillation (AED) training. Many of AlliedBarton's full-time trainers are certified instructors for First Aid/CPR/AED. Training is typically conducted at our district office although, in many cases, our trainers will go to your site to complete the lesson. Once an employee completes the training, we ensure that the individual receives the appropriate certificates, and then we track certification anniversary dates in our web-based compliance system.

Annual and recurrent training shall be provided to all employees. The training must foster the development of a cohesive team in order to carry out the required services in a first-class professional manner. Our training process culminates with quality assurance evaluations to determine the true effectiveness of the training as evidenced by trainee feedback and on-the-job performance evaluations. Program evaluations also include an evaluation of instructors and training materials.

Supervisor Training

To ensure all supervisors and managers are adequately prepared for their important responsibilities, they are required to attend AlliedBarton's supervisor training program that is offered at all AlliedBarton district offices, consisting of three days of instruction. The first two days are attended by those shift supervisors and managers who were recently selected or promoted. Day three of the program is only be attended by managers with the curriculum specifically related to account management and leadership. We emphasize in our training the importance of the supervisor and manager in establishing and maintaining an employee-focused culture.

Pay Rate

AlliedBarton will provide the following pay rates:

- Security Manager \$19.00/hr
- Senior Airfield Patrol Officer \$16.00/hr
- Airfield Patrol Officer \$14.50/hr,
- Extra Security Officer \$11.00/hr,

14. REFERENCES

A list of current and former major (those exceeding \$100,000 per year) accounts along with contact person name and phone number(s). This list should include accounts that represent company's experience with entities of similar size and exposures as the City of Fort Lauderdale. Include all Airport experience references. PLEASE DO NOT INCLUDE CITY OF FORT LAUDERDALE OR ITS EMPLOYEES AS A REFERENCE.

Customer References

AlliedBarton encourages the Airport to call any one of our customer sites across the nation to hear first-hand our commitment to our employees and other customers. We also extend an invitation for







any member of the evaluation committee to visit our local Broward County office to meet the individuals who will support the Airport's contract.

We believe our experience, corporate infrastructure, financial strength, management experience and long-standing presence in Florida – combined with our superior track record of contract performance, – will provide the Airport with the confidence necessary for AlliedBarton to manage this mission-critical security area monitoring force.

Contact Person AddressRandy Knoll, Senior Purchasing Agent (407) 825-2280 rknoll@goaa.orgTelephone Number Email AddressKen Harwood, Director of Security 1 Airport Blvd #407 Orlando, FL 32827
(407) 825-7163 kharwood@goaa.org
Time Period March, 2013 to Present
Status Current

Scope of Services

AlliedBarton provides continuous, access control to Orlando International Airport. Responsibilities include:

- ✤ Access Control
- ✤ Vehicle Searches at Perimeter Access Points to the Airport's Secure Area
- ✤ Access Control and Vehicle Searches into Areas within the SIDA Boundaries
- ✤ Vehicle Searches at Various Entries into Non-secure Areas Deemed "Vulnerable"
- ✤ International Mode security

MIAMI INTERNATIONAL AIRPORT and OPA LOCKA EXECUTIVE AIRPORT			
Contact Person Address Telephone Number Email Address	David D'Trinidad, 786 256-0279, dd3989@miamidade.gov Lauren Stover, (305) 876-0717, Istover@miami-airport.com 200 NW First Street Miami Florida 33128 Office: 786-256-0279 DD3989@Miamidade.gov		
	- · · ·		
Time Period	2008 to Present		
Status	Current		





MIAMI INTERNATIONAL AIRPORT and OPA LOCKA EXECUTIVE AIRPORT

Scope of Services

AlliedBarton Security provides armed and unarmed security at 29 County facilities performing **patrol services, managing access control**, critical infrastructure monitoring such as: Miami International Airport, general government buildings, the water treatment plants, election headquarters and Office of Emergency Management. Our operations are under the direction of two dedicated ABSS Project Managers and are supported by **12 shift supervisors** and our Dispatch Center. At the airport, AlliedBarton Security provides access control and security screening at 34 locations consisting of employee check points for access to the Aircraft Operational Area (AOA) for Miami-Dade County Government at the Miami International Airport. The security team utilizes x-ray machines, hand wands, and magnetometers for screening of credentialed employees/vendors. Our operations are under the direction of a dedicated ABSS Project Manager and are supported by 4 shift supervisors and our Dispatch Center.

Employee qualifications include medical exams, pre-employment drug screening, and previous experience. Additionally, all employees assigned to the airport undergo extensive criminal background screening in compliance with TSA mandates. The security force provides **access control, fixed and roving post duties**, screening of credentialed employees, vendors, and packages utilizing x-ray machines, hand wands, and magnetometers, badging and visitor control, response to incidents and emergencies, CCTV and alarm systems monitoring, key and property control, lost and found, and many of the standard security officer type duties.

Opa Locka Executive Airport

AlliedBarton provides general aviation airport security services at Opa Locka Executive Airport including perimeter patrol. The airport offers full FBO service, a wide range of aircraft repair and maintenance services, including airframe, powerplant and avionics repair, and US Custom Service on the airfield. The airport is also home to the busiest U.S. Coast Guard Air/Sea Rescue Station.

FT. LAUDERDALE/HOLLYWOOD INTERNATIONAL AIRPORT & NORTH PERRY AIRPORT			
Contact Person AddressFrank Capello, Director of SecurityAddress100 Aviation Boulevard Fort Lauderdale, FL 33315Telephone Number Email Address954.359.2356 fcapello@broward.org			
Time Period 2011 to Present			
Status Current			
Scope of Services			
AlliedBarton provides continuous, comprehensive security services to the Ft. Lauderdale/Hollywood International Airport. Responsibilities include:			

→ Site Access control to include gate controlled ingress and egress, only allowing access to authorized individuals

American Owned, American Managed.

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- → Supervise and ensure compliance with customer and federal rules and regulations regarding identification of personnel and vehicles accessing the Air Operations Area or other restricted and secured areas
- Screen and log persons and/or vehicles accessing restricted areas, conducting vehicle inspections as required
- ↔ Observe and report suspicious activity and behavior
- → Enforce rules and regulations of customer and regulatory entities
- → Provide surge/emergency support based on changes in threat levels or special/emergency events
- → Call for local law enforcement and/or State Police and other assistance as needed;
- Maintain appropriate documentation necessary for the security operations, including but not limited to: Tour (shift) logs, Incident Reports, and Other documentation

North Perry Airport

AlliedBarton provides general aviation airport and airfield security services at North Perry Airport including: vehicle patrol; nighttime perimeter patrol; runway and interior patrols; aircraft security for approximately 350 General Aviation aircraft; nighttime aircraft landing and takeoff log entries; runway incursions entries as well as building and security gate checks. North Perry General Aviation Airport airfield system consists of four runways; the longest is 3,350 feet with two of the runways that are lighted for 24 hour operation.

15. TECHNICAL APPROACH / SECURITY PLAN

Describe the range of security and related Services performed by your firm and your implementation plan for this contract. This section must address the required services noted in this RFP, and how your firm plans to provide them. Include Availability of personnel; current work load/staff participation; organization of the team that will be handling this contract. Also describe your vehicle maintenance, back-up vehicle, and vehicle replacement plan in this section. This narrative should encompass all information regarding how the bidder intends to provide "first class" security for the Airport from initial set-up and implementation.

AlliedBarton Government Services Division currently provides more than TEN MILLION man-hours of armed and unarmed security services to federal, state, and local governmental facilities nationwide. Our approximately 4,500 specially-trained Government Services contract security officers secure more than 100 federal, state, and local customers, protecting and safeguarding more than 500 government facilities; up to 200 locations under a single contract. Government Services offers specialized services for airports; city hall and other municipal buildings; courthouses; federal, state and county government facilities; financial institutions; maritime ports; national monuments and museums, stadiums and arenas; public utilities and critical infrastructure clients; public transits; public parking facilities; and telecommunications clients around the country.

Availability of Personnel

Our 3,421 employees in Florida currently provide over **120,000 hours per week of security services** and safety solutions. The Broward district office employs over 500 security officers. Our



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Broward operational support center is located at 600 W. Hillsboro Blvd, Suite 350, Deerfield Beach, FL 33441.

AlliedBarton maintains Florida operations from **seven district offices** including Orlando, Jacksonville, Tampa, Palm Beach, Miami, Dade, and Deerfield Beach, serving all markets with our *National Support* | *Local Response* service delivery model. Our delivery model has been developed to ensure that our local operational field staff has all of the resources it needs to be successful. AlliedBarton's local management team will work to continuously improve operations for the Airport.

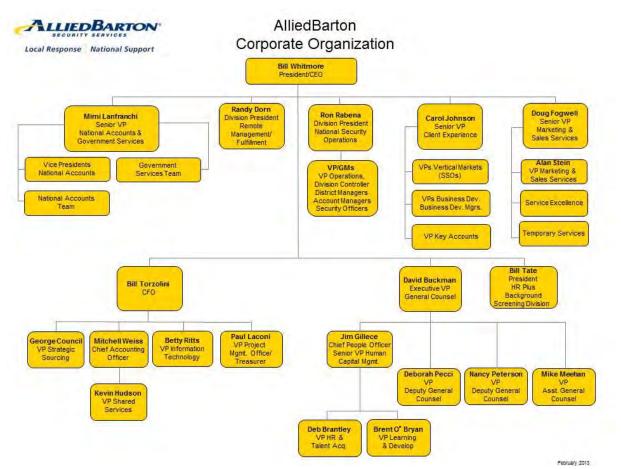
Corporate Support Team

The organizational chart below shows how the Company is organized to deliver on its *Local Response | National Support* service delivery platform.

EMPLOYEE FLORIDA DISTRICT OFFICEs HEADCOUNT* Miami-Dade 933 Jacksonville 487 **Deerfield Beach** 536 West Palm Beach 495 Orlando 463 Tampa 507 TOTAL 3421

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* As of 9/30/2012.



AlliedBarton provides almost 60,000 highly trained officers and supervisors to more than 3,000 clients nationwide, implementing best practices across many city and county contracts.



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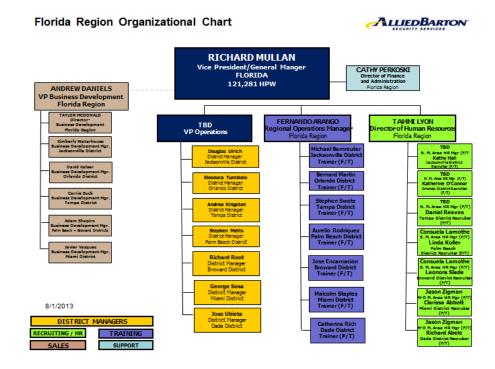


Florida Regional Team

AlliedBarton's Florida Region Team is led by Richard Mullan, Vice President/ General Manager. Richard has more than 30 years of security and law enforcement experience, including 14 years with AlliedBarton.

Richard P. Mullan, VP/GM AlliedBarton Security Services 600 W. Hillsboro Blvd., Suite 350 Deerfield Beach, FL 33441 Phone: 954-698-5888 Fax: 954-425-8275 Email: richard.mullan@alliedbarton.com

A chart showing the organizational structure of our Florida Region is followed by biographies for Richard Mullan and his regional support team.



NAME & TITLE	POSITION DESCRIPTION
Richard Mullan Vice President/ General Manager	Mr. Mullan oversees the business operations for AlliedBarton in the Florida region. This includes direct management of seven district offices throughout Florida, including: Miami, Dade, Deerfield, Palm Beach, Jacksonville, and Tampa. Mr. Mullan brings more than 30 years of security and law enforcement experience, including 14 years with AlliedBarton. Previously, Mr. Mullan served as Area Security Manager on the Atlanta Committee for the Olympic Games from 1993-1996. Mr. Mullan is a former Assistant Chief of Police, GWCC Airport from Atlanta, Georgia where he

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NAME & TITLE	POSITION DESCRIPTION
	served from 1990-1993. In addition, he served in the U.S. Army CID as a Special Agent from 1986-1990. He holds a Bachelor of Arts degree in Criminal Justice from the University of the State of New York.
Taylor McDonald Director, Business Development	Taylor oversees government and special project business development in the Florida region. Prior to joining AlliedBarton Taylor worked in Federal government contracting for Harris Corporation. During her fifteen years with Harris Corporation she worked in partnership with the Federal Bureau of Investigation, Defense Intelligence Agency, National Geospatial Intelligence Agency and the Federal Aviation Airport. She holds a Master of Science degree from Florida Institute of Technology in Engineering Psychology and a Bachelor of Science in Engineering Arts from Michigan State University. In addition, she holds a certification for Maritime Security with the Combined Company Security Officer (CSO)/ Facility Security Officer (FSO) and Vessel Security Officer (VSO) .
Tammi Lyon Director of Florida Human Resources	Tammi Lyon provides Employee Relations, Labor Law & Regulation, Leadership & Development and Talent Management expertise to the Florida Regional Team. She is a former member of the U.S. Army National Guard from 1990–1998. She joined AlliedBarton in 2003. Tammi holds a Bachelor of Arts degree in Business Management from Florida International University (FIU).
Fernando A. Arango, CPP Regional Operations Manager	Fernando A. Arango is the Regional Operations Manager with AlliedBarton, responsible for the training, development, and quality assurance of the Florida Region. He also directs AlliedBarton's professional training across Florida, servicing seven (7) separate district teams encompassing 3,000 employees. Fernando holds a Bachelor of Science Degree in Justice and Law Administration (Criminal Justice) from Western Connecticut State University. He is a Certified Protection Professional (CPP) with more than 13 years of security experience. He is also a licensed MB Manager with the State of Florida. He is active in several security organizations including: The Palm Beach Sheriff's Office - Business Partners Against Terrorism (BPAT) Committee, where he is a council member; ASIS International; The International Association for Healthcare Security and Safety (IAHSS); Employer Support of the Guard and Reserve (ESGR); and Florida Organized Retail Crime Enforcement (FORCE). In addition he has served on the Criminal Justice advisory committee for Kaplan College, and has experience as an ISO9001 liaison. Fernando served in the Army National Guard where he received several Army Certificates of Achievement.
Richard "Rick" Root Broward District Manager	Rick Root is the Broward District Manager with AlliedBarton Security Services overseeing over 20,000 hours per week of security service. Rick is a former Police Lieutenant, with the Boynton Beach Police Department and previously served in the U.S. Air Force Security Police. His many licenses and certifications include: Security Office School Instructor, Security Officer (Unarmed) and Certified Security Health Care Supervisor. In addition, he is a certified instructor in MOAB – Management of Aggressive Behavior, Defensive Tactics System, Handcuffing Techniques, Expandable Baton, OC / Pepper Spray and a Law Enforcement Firearms Instructor He participates in many organizations including: American Society of Law Enforcement Training, Florida SWAT Association, Palm Beach County Police Benevolent Association and is a life member of the Nation Rifle Association. Rick is pursuing his B.A., in Criminal

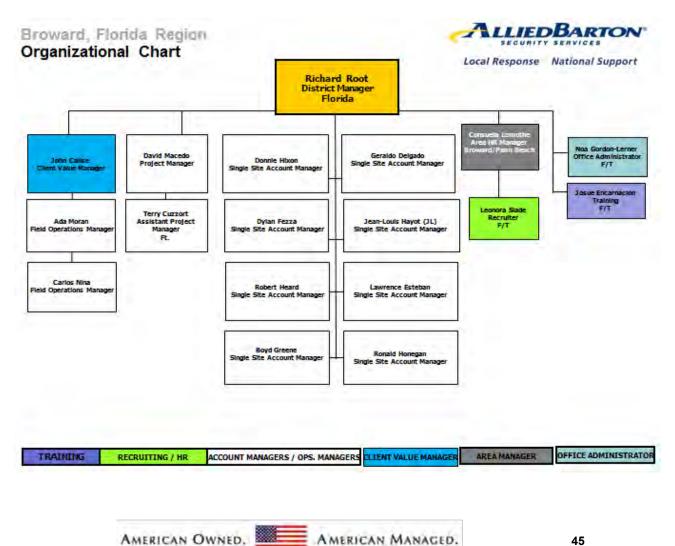


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		DBARTON ®
	Local Respons	se National Support
NAME & TITLE	POSITION DESCRIPTION	
	Justice from Lynn University in Boca Raton.	
AlliedBar	on employs more than 2,500 security officers in South Fi	orida.

Broward County Team

AlliedBarton's local team is proven, experienced, and committed to supporting the needs of our security officers and customers 24 hours a day. Our extensive local district offices resources, backed by our regional and national support networks, are abundant and unmatched. Our team's number one goal is to support the officers at your sites. Our Broward district office is fully self-sustaining office with management and supervisory resources, human resources and recruiting staff, training staff, and administrative support functions (e.g., accounting, billing, etc.), enabling our staff to be focused and responsive to the requirements of our clients and responsive to contract issues immediately. Specifically, to exceed the Airport's staffing requirements, AlliedBarton has the following personnel available to support the Airport's contract security staff to meet any challenges.



CAM #19-0380 Exhibit 1 Page 161 of 188







Phase In/Staffing Plan

AlliedBarton leverages an integrated approach combining recruitment, transition planning and operational excellence to deploy a professional transition. Transitioning from another provider to a relationship with AlliedBarton will bring a wealth of new resources to the Airport's security program, allowing you to focus entirely on your business. Once the City has committed to the switch, expect a transition that's smooth, swift, and one that presents no disruption to your operations. Of course, that takes careful planning and a partner- like AlliedBarton-that has managed such a process thousands of times. For more than 50 years, AlliedBarton has handled thousands of transitions for our clients - all with great sensitivity and care. AlliedBarton's dedicated professionals know how important a seamless transition is to your business. Transition programs include:

- → Thorough review of your airport facilities and property to determine your specific security needs
- → Preparation of a written timetable with measurable goals
- → A transition management team specifically assigned to your business
- → Performance of airport-specific security and safety surveys
- ✤ Development of detailed airport training programs and post orders
- → Selective officer recruiting and careful screening
- → Screening and selecting incumbent officers as coordinated with the Airport
- → Classroom orientation
- ↔ On-site training of officers and supervisors
- → Testing and review of officer knowledge
- → Customer Connection survey completed 90 days after account start

Transition Excellence: Do it right the first time.

AlliedBarton's transition plan is a dynamic process linking independently functional groups to specific response requirements of the Airport Scope of Services critical to the transition process.

Supervision of the plan is the responsibility of the transition manager, oversight and corporate liaison provided by our Florida Regional Vice President/General Manager Richard Mullan. The transition team manages through daily critical path review and collaboration with client representatives. AlliedBarton's exceptional local, regional and national resources permits commitment to a successful transition within any timeline specified.



Transition Timelines

A detailed, complete transition plan with milestones and task assignments was created during the RFQ response process. AlliedBarton typically implements many of our clients' security programs within thirty (30) days, as shown in the sample 30-day timeline of transition events below.

30 to 45 Day Transition for FXE





TASKS Week 5/6 Week 3/4 Week 1 Start Administrative	30 to 45 DAY TRANSIT	ION FOR	SERVIC	E AT FXF	2	
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Contact Current Service Providers	Award Notification					
Transition Management Group	Finalize Transition Schedule					
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Prepare Electronic Interface						
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Certificate of Insurance	Contract Review					
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Develop Supervisory Job Descriptions						
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Identify Current Security Employees	Host Open House for Incumbent Officers That May					
	Contact Recruiting Sources					



AMERICAN OWNED. AMERICAN MANAGED.

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30 to 45 DAY TRANSITION FOR SERVICE AT FXE					
TASKS	Week 5/6	Week 3/4	Week 2	Week 1	Start
Newspapers Advertising and Other Recruiting					
Processes					
Develop Customer Specific Pre-screening					
Requirements					
Telephone Interviews					
Applications and Interviews					
Security Officer Information Seminar					
Background Investigations					
Second Level Interview					
Credentialing & Badging					
Benefits Briefing					
Offer Extended					

16. COMMUNICATION

Describe the communication plan and equipment you will provide to the Security Officer. Explain how your dispatch service operates, your capabilities, and how is it equipped and staffed. Would the guard have 24 hour per day 7 days per week access to a supervisor, how would he contact the supervisor? Describe how he would contact the Fort Lauderdale Police Department, and the Executive Airport representative.

Dispatch

AlliedBarton supports many different communications and dispatching environments throughout our client base within the United States. All communications, transmissions and deployment are coordinated through the airport representatives according to their approved communication procedures and plans. AlliedBarton Airport Security Officers typically communicate via radio or cell phone to the client, local Law Enforcement (e.g., Fort Lauderdale Police Department), Federal Law Enforcement and other Airport/Patrol Security Officers.

In all airport communications, AlliedBarton Security



Officers are trained to quickly and effectively position and send Security Officer's in response to calls for service, supervisor direction, situational responses and camera initiated activities.

Our local Broward office and local management team will serve as your primary point of contact. Site Supervision will be provided by the Senior Security Supervisor, Airport Account Security Manager and local Broward District Manager. All officers will have access to AlliedBarton Fort Lauderdale Executive Airport management and Broward District staff. However, our Service Assurance Centers are available to assist Fort Lauderdale Executive Airport after hours, and for special emergency needs.



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Service Assurance Center Advantages:

- Operates round-the-clock, 365 days a year.
- District office calls are forwarded to the Service Assurance Centers at the close of each business day.
- Service Assurance Centers dispatch calls and messages immediately to the appropriate manager, whether by home phone, pager or cell phone.

If You See Something, Say Something

The national **"If You See Something, Say Something**[™]" campaign was developed by the Department of Homeland Security to raise public awareness of indicators of terrorism and terrorism-related crime, and to emphasize the importance of reporting suspicious activity to the proper authorities. At AlliedBarton, we've taken that concept a step further for the airports that we protect by applying the same principles that pose a hazard or threat to the safety and security of our airports. We recognize that in the General Aviation (GA) community that these aviation users and employees are the first line of defense. This initiative educates the pilots,



passengers, visitors and employees that are first line of defense. to say something if they see something that raises their attention. City of Fort Lauderdale Police, Broward Sheriff and public safety professionals are hard at work, but public safety is everyone's responsibility. The participation of everyone is an integral part of our security effort.

This applies to the security and safety that pilots, passengers, visitors and employees should expect. We know our everyday surroundings best—GA security programs need to be focused on intelligence sharing and risk based security. Chances are someone will notice when something seems strange or out of place. AlliedBarton is one of the few national safety and security firms that has the national resources to offer this important initiative, making Fort Lauderdale Executive Airpot a place people want to fly to and from. AlliedBarton Airfield Patrol Officers will be the eyes and ears of the City of Fort Lauderdale Police, Broward Sheriff, and will be approachable to those who may see something and say something.

17. MANAGEMENT REPORTS

Please provide a sample of various management reports that you will provide if awarded this contract. Include samples of daily logs, work shift schedules, travel logs.

AlliedBarton combines fifty years of security best practices with leading-edge technology and management expertise to deliver top quality security programs to our clients. Upon request, we can provide the following management **sample reports**, **daily reports**, **OJT checklists and invoices** to provide insight into our security practices and programs. We also utilize a number of reports that are **customized to the specific needs of a General Aviation airport security program**. Our security solutions are custom designed to fit the specific needs of our clients and to progress with technology and a cultural of shared best practices.



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Local Response National Support Sample Activity Report by Employee-Post • Advance **Daily Journal and Operations Log** • • Weekly **On-the-Job Training** • • **Reports** Invoices **Incident Report Bi-weekly** • **Off Hour Management Inspection Report Monthly Reconciliation** • **Time Sheet Report** • In addition to the reports detailed above we recommend the following Airport specific reports: Sample reports are available upon request. 1. Visitor Badge/Ramp Pass Log a. Visitor Badges & Ramp Passes b. These forms should be used by each individual gates 2. Vehicle Inspection Log (FLL) to be used for any vehicle that is inspected before entering the General **SIDA** Aviation 3. Department Shift Log **Reports** 4. Condition Alert Guidelines 5. Visitor Badge & Ramp Stop Lists a. Visitor Badge Stop List - For individuals trying to gain access to the SIDA b. Ramp Stop List – For companies & vehicles trying to gain access to the SIDA 6. Vehicle Shift Inspection Log, used to record any damage or problems with the patrol vehicle 7. Daily Journal & Operations Log – ABSS Form # ABS-1000 (NPA) 8. Radio Logs, used to record radio checks and communication

18. ADDITIONAL ATTACHMENTS

Additional attachments.

No additional attachments are included.



City of Fort Lauderdale

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

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

Please Note: All field	is below <u>must</u> be c	mpleted. If the field does n	ot apply to you, please note N/A in that field
Submitted by:	KM	Jun	11/11/13
	(sigr	ature)	(date)

Company: (Legal Registration) AlliedBarton Security Services LLC

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

Address: 600 W.	Hillsboro	Blvd,	Suite 350	
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City Deerfield Beach	State: FL Zip 33441	
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Telephone No.954-698-5888 FAX No. 954-425-8275 Email: richard.mullan@alliedbarton.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 14 Days

Payment Terms (section 1.04): <u>Net 30</u> Total Bid Discount (section 1.05): <u>N/A</u>

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

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

Addendum No.

Date Issued

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

YES	NO	Х
		_

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

Variances:

revised 6-16-11

2/6/2019 10:48 AM

City of Fort Lauderdale

PART VII - PROPOSAL PAGES - COST PROPOSAL

Proposer Name AlliedBarton Security Services LLC

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor must quote firm, fixed, annual rate for all services identified in this request for proposal. This firm fixed annual rate includes any costs for travel to the City. No other costs will be accepted. This firm fixed annual rate will be the same for the initial contract period.

Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.

Description	Cost/Hour		Est Total	Annual Cost
Security Manager (40hrs/week)	\$ <u>30.78</u>	х	2080 Hrs	\$ _64,002.40
Senior (Rotating Shifts)	\$ <u>23.49</u>	x	6680 Hrs	\$ <u>156,913.20</u>
Airfield Patrol Officer (Rotating Shifts 56hrs/weel	\$ <u>25.91</u> <)	х	5840 Hrs	\$_ 151,314.40
Estimated Grand Total/Yea	ar.			\$_372,230.00

Extra Security Officer (No vehicle required)*

\$16.04 /hr

*This Security Officer will be on an as needed basis and will not factor into cost for basing award. This Security Officer will be for scheduled and non-scheduled events at the Airport or Downtown Helistop. For non-scheduled events the Security Officer should be able to respond to the Airport or Downtown Helistop for assignment within four (4) hours.

Number of days that the Contractor will need for personnel training and initial startup at no cost to the City.

_30 Days

ATTACHMENT "A"

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: 545-11298

Project Description: Airport Security 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:	lliedBarto	n Security Services LLC
Authorized Company Person's Signature:	RH "	Juca
Authorized Company Person's Title: <u>Richard</u>	P. Mullan,	VP/GM

Date: 11/5/13

City of Fort Lauderdale

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City of Fort Lauderdale

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		RELAT	IONSHIPS
N/A			

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

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RFP NO. 545-11298

TITLE: Airport Security Services

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's 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 RFP. Violation of the foregoing provision may result in contract termination.

(1)		is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.
10	Business Name	
(2)		is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt <u>or</u> a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.
	Business Name	
(3)	AlliedBarton Security Services LLC	is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.
(5)	Business Name	
(4)		requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
	Business Name	
(5)		requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
	Business Name	
101		is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.
(6)	Business Name	(Notary not required for Class "D")
		the Converter Convince
PROF	OSER'S COMPANY: AlliedBar	con securicy services
AUTH	ORIZED COMPANY PERSON: Ric	
		NAME SIGNATURE DATE

2/6/2019 10:48 AM

City of Fort Lauderdale

Bid 12237-895



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Business Pl	10ne: 954-698	-5888				
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	Number of Mach		or Vending Business Or	ly Vending Type		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
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May 10, 2006

FLORIDA DEPARTMENT OF STATE

ALLIEDBARTON SECURITY SERVICES LLC 3606 HORIZON DRIVE KING OF PRUSSIA, PA 19406

Qualification documents for ALLIEDBARTON SECURITY SERVICES LLC were filed on May 9, 2006, and assigned document number M06000002591. Please refer to this number whenever corresponding with this office.

Your limited liability company is now qualified and authorized to transact business in Florida as of the file date. In accordance with section 608.406(2), F.S., the name of this limited liability company is filed with the Department of State for public notice only and is granted without regard to any other name recorded with the Division of Corporations.

This document was electronically received and filed under FAX audit number H06000129582.

A limited liability company annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the limited liability company address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please contact thisoffice at the address given below.

Deborah Bruce Document Specialist Registration/Qualification Section Division of Corporations Letter Number: 906A00033031

P.O BOX 6327 - Tallahassee, Florida 32314

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APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 608-503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

a		
Delawarc		20-2335618
Jurisdiction under the law of which foreign limited liability company is organized)		(FEI number, if applicable)
12/01/2004	5.	Perpetual
(Date of Organization)		(Duration: Year limited liability company will cease to exist or "perpetual")
Upon Filing		
(Date first transacted business in 1 (See sections 608.501 & 608.502 F	S. to	a, if prior to registration.) determine penalty liability)
3606 Horizon Drive, King of Prussia, PA 19406		
And an and a second		
(Dente Adda	15 01	Principal Office)

9. The name and usual business addresses of the managing members or managers are as follows:

Allied Security Holdings 3606 Horizon Drive KING OF PRUISIA, PA 19406

10. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under each of the translator must be submitted.)

Nature of business or purposes to be conducted or promoted in Florida:

contract security services

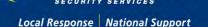
Signature of a member or an authorized representative of a member. (In accordance with section 608.408(3), F.S., the execution of this document constitutes an affirmation under the penaltics of perjury that the facts stated herein are true.)

William A. Torzolini, CFO, For Alled Security Holdings, Membere Typed or printed name of signee

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IFDBARTON

CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

AlliedBarton Security Services LLC

2. The name and the Florida street address of the registered agent and office are:

<u>C T Corporation System</u>	(Name)
1200 South Pine Island Florida S	Road treet Address (P.O. Box NOT ACCEPTABLE)
Plantation	FL 33324
	City/State/Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate. I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, Florida Statutes.

C T Corporation System VickiAnn Owens Special Assistant Secretary By (Signature)

- \$ 100.00 Filing Fee for Application
- \$ 25.00 Designation of Registered Agent
- \$ 30.00 Certified Copy (optional)
- \$ 5.00 Certificate of Status (optional)

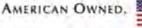
p. 175

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City of Fort Lauderdale

Bid 12237-895



Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "ALLIED BARTON SECURITY SERVICES LLC", FILED IN THIS OFFICE ON THE FIRST DAY OF DECEMBER, A.D. 2004, AT 5:31 O'CLOCK P.M.



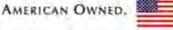
AUTHENTICATION: 9821735

DATE: 09-04-12

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> CAM #19-0380 Exhibit 1 Page 1**56**of 188

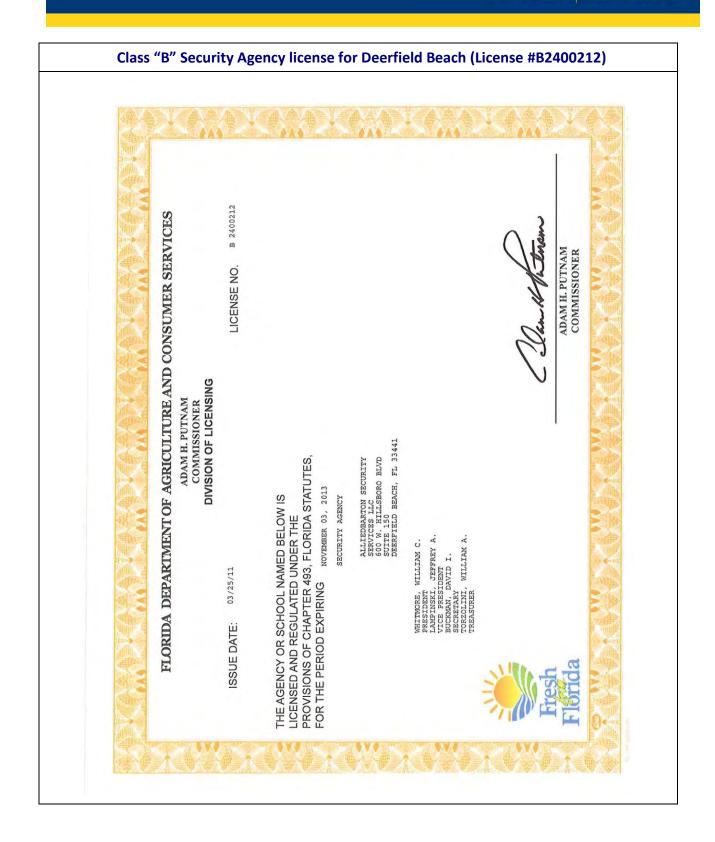


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City of Fort Lauderdale

Local Response National Support

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Bid 12237-895



Security Agency Security Officer School/Training Facility license for Deerfield Beach (License #DS2400029) DS2400029 LICENSE NUMBER THE SECURITY OFFICER SCHOOL OR TRAINING FACILITY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES. ADAM H. PUTNAM COMMISSIONER FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES 1. atin 0A4 - all • A A - AL **DIVISION OF LICENSING** SERVICES L.L.C. 09/17/14 DATE OF EXPIRATION . COMMISSIONER ADAM H. PUTNAM . -PAS ALL THE ALL ALLIEDBARTON SECURITY - dir DEERFIELD BEACH, FL 33441 600 W. HILLSBORO BLVD 5 -**3** C.1 1 05/14/12 DATE ISSUED SUITE 350 1 S €.« and the second -

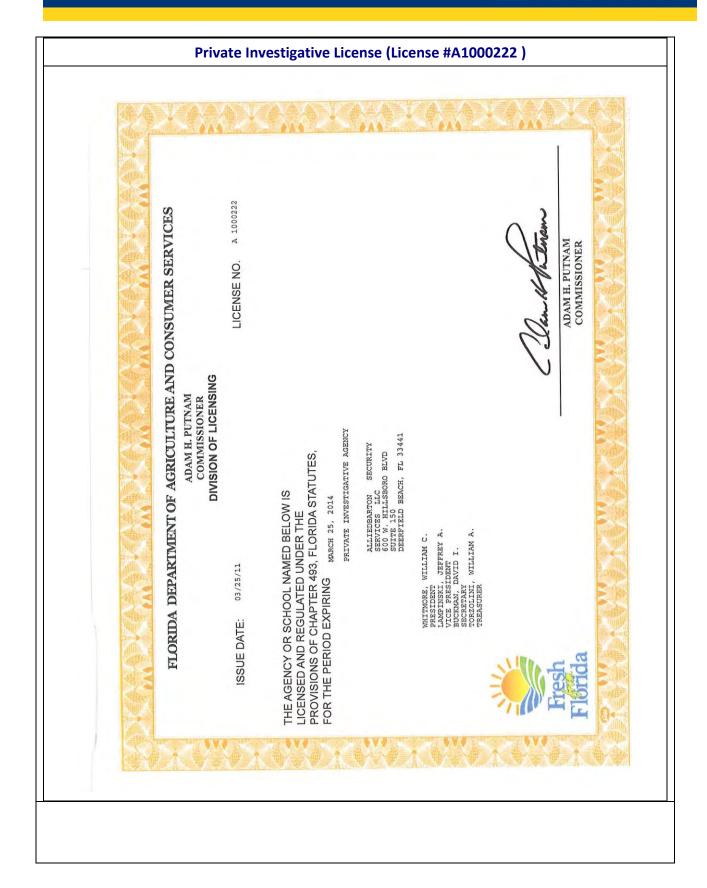
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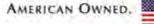
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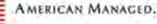


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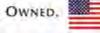
CAM #19-0380 Exhibit 1 Page 1**89**of 188 City of Fort Lauderdale



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THIS CERTIFICATE IS ISSUED AS A MATTE CERTIFICATE DOES NOT AFFIRMATIVELY BELOW, THIS CERTIFICATE OF INSURAN REPRESENTATIVE OR PRODUCER, AND THE	OR NEGATIVELY AME	ID, EXTEND OR AL	TER THE C	OVERAGE AFFORDED BY T	HE POLICIES
IMPORTANT: If the certificate holder is an A the terms and conditions of the policy, certain certificate holder in lieu of such endorsement	n policies may require a				
PRODUCER MARSH USA INC	(2).	CONTACT NAME: PHONE		FAX (A/C, Nor	
TWO LOGAN SQUARE PHILADELPHIA, PA 19103-2797 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-03	80	PHONE (A/C, No, Ext): E-MAIL ADDRESS:		(A/C, Nor	1
022721-**-GAWUP-11-12		INSURER A : Lexington	n Insurance Com	DRDING COVERAGE	NAIC # 19437
INSURED AB CAPITAL HOLDINGS LLC		INSURER B : Arch Inst	irance Company		11150
ALLIED SECURITY HOLDINGS LLC ALLIEDBARTON SECURITY SERVICES LP ALLIEDBARTON SECURITY SERVICES LLC		INSURER C : N/A			N/A. N/A.
ALLIEDBARTON SECURITY SERVICES LLC (SEE ATTACHED FOR ADDITIONAL NAMED INSURED 161 WASHINGTON STREET, SUITE 6C CONS	DS) HOHOCKEN, PA 19428	INSURER E :			
COVERAGES CERTIFICA	TE NUMBER:	INSURER F : CLE-003358365-07		REVISION NUMBER:5	
THIS IS TO CERTIFY THAT THE POLICIES OF IN INDICATED. NOTWITHSTANDING ANY REQUIRE CERTIFICATE MAY BE ISSUED OR MAY PERTAI EXCLUSIONS AND CONDITIONS OF SUCH POLICI	MENT, TERM OR CONDITI N, THE INSURANCE AFFC ES, LIMITS SHOWN MAY H	ON OF ANY CONTRAC RDED BY THE POLICI WE BEEN REDUCED B	T OR OTHER ES DESCRIB Y PAID CLAIM	DOCUMENT WITH RESPECT T ED HEREIN IS SUBJECT TO AL S.	O WHICH THIS
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City of Fort Lauderdale



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

ADDENDUM NO. 2

RFP/ ITB No. 12237-895 TITLE: Airport Security Services

ISSUED: 1/23/2019

This addendum is being issued to make the following change(s):

- 1) Per Question 7: Providing Operational Expenses for 2017-2018.
- 2) Providing copy of sign in sheets from Pre-Bid Meeting.

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin, CPPB Senior Procurement Specialist

Company Name: _____

(please print)

Bidder's Signature: _____

Date: _____

City of Fort Lauderdale OPERATIONAL EXPENSES 2017-2018

			Airfield Patrol	
	Security Manager	Senior	Officer	Monthly
	Hours Worked	Hours Worked	Hours Worked	Total
Jan-2017	176	568	248	\$25,185.28
Feb-2017	171	506.5	222	\$22,913.09
Mar-2017	182	562	248	\$25,229.02
Apr-2017	152	568.5	239.5	\$24,238.07
May-2017	176	572	244	\$25,175.60
Jun-2017	163.5	556.5	240	\$24,323.12
Jul-2017	136	608	248	\$24,893.68
Aug-2017	144	600	248	\$24,952.00
Sep-2017	152	561	223	\$23,634.38
Oct-2017	152	592	248	\$25,010.32
Nov-2017	142	579	240	\$24,189.87
Dec-2017	168	585	239	\$25,105.18
Jan-2018	168	576	248	\$25,126.96
Feb-2018	154	518	224	\$22,711.78
Mar-2018	160	584	248	\$25,068.64
Apr-2018	163	557	240	\$24,319.47
May-2018	155	589	248	\$25,032.19
Jun-2018	137	583	240	\$24,129.93
Jul-2018	147	597	248	\$24,973.87
Aug-2018	160	608	248	\$25,632.40
Sep-2018	105	615	240	\$23,896.65
Oct-2018	179	565	248	\$25,207.15
Nov-2018	155	571	234	\$24,246.63
Dec-2018	134	620	244	\$25,010.36
				\$590,205.63

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1950 Form approved By: Jodi S. Hart, Manager of Procurement and Contracts Page: 1 of 1 Rev: 3 Revision Date Q:\PURCHASING\FINAL FORMS\FINAL FORMS - ISO COMPLIANT\Approved Forms\RFP Documents_RFP Pre-Proposal Meeting Sign-In Sheet	1 Rev: 3 Revision Date: 04/16/2018 Author: LP osal Meeting Sign-In Sheet

5

Question and Answers for Bid #12237-895 - Airport Security Services

Overall Bid Questions

Question 1

From your website, the link to contract #545-11298 Airport Security Services appears to be corrupt and that PDF document will not load. (Submitted: Jan 3, 2019 1:45:05 PM EST)

Answer

- See Addendum 1 (Answered: Jan 3, 2019 1:45:20 PM EST)

Question 2

Please confirm the billing rates listed in the contract with the addendum are current, if not please provide the current billing rates. (Submitted: Jan 4, 2019 11:25:55 AM EST)

Answer

- The current hourly billing rates are the same as in the contract posted.

There was, however, a scrivener's error in the Annual Cost for the Security Manager. This should have read as \$30.78 X 2080 Hrs. = \$64,022.40 and not \$64,002.40. (Answered: Jan 4, 2019 11:54:49 AM EST)

Question 3

Will there any portion of this contract deemed set-aside to SBE or CBE? Will there be and bid tabulation points given for usee of a CBE or SBE? (Submitted: Jan 9, 2019 2:30:26 PM EST)

Answer

- There are no set asides or points given for SBE or CBE; however, please refer to section 2.18 for Local Business Preference special considerations. (Answered: Jan 9, 2019 3:13:17 PM EST)

Question 4

Who is currently providing security? What are they charging for the hourly rate for the different position? (Submitted: Jan 9, 2019 2:32:25 PM EST)

Answer

- Answer provided in Addendum 1. Current contract with pricing uploaded. (Answered: Jan 9, 2019 2:52:53 PM EST)

Question 5

Is the Broward county living wage enforced? (Submitted: Jan 10, 2019 9:35:09 AM EST)

Answer

- No, however, minimum salaries are specified in the solicitation. (Answered: Jan 10, 2019 10:43:03 AM EST)

Question 6

The prior contract had a CPI bill rate adjustment clause. Was this utilized by the incumbent to increase the bill rates shown in the incumbent contract>? (Submitted: Jan 18, 2019 4:01:48 PM EST)

Answer

- No (Answered: Jan 23, 2019 4:03:19 PM EST)

Question 7

Good Morning.

What were the Operation expenses for 2017 and 2018? (Submitted: Jan 22, 2019 7:53:21 AM EST)

Answer

- Please refer to Addendum 2 (Answered: Jan 23, 2019 10:34:18 AM EST)

Question 8

Does inclusion of the Workplace Investment Program increase the opportunity for selection? (Submitted: Jan

22, 2019 1:07:25 PM EST)

Answer

- No. Please refer to the solicitation Section 5.2.2 Weighted Criteria. (Answered: Jan 23, 2019 10:34:18 AM EST)

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Question 9

Please advise what is the mandatory pay rate for the Security Officer position and security officer Manager position?? (Submitted: Jan 24, 2019 3:34:12 PM EST)

Answer

- Please refer to the solicitation Section 3.13.1.5. (Answered: Jan 25, 2019 8:57:33 AM EST)

Question 10

Please advise if any funding will be provided by Federal funds?? (Submitted: Jan 24, 2019 4:11:17 PM EST)

Answer

- No Federal funds will be provided. (Answered: Jan 25, 2019 8:57:33 AM EST)

Question 11

1. Please advise if the Contractor must hold any Security licenses; example for staffing/employment agencies?

2. In addition if contractor will be working with a subcontractor who must hold security license if applicable??

3. Do you need a security license to bid on contract if you are providing security services; example for

staffing/employment agencies?? (Submitted: Jan 24, 2019 4:46:56 PM EST)

Answer

- 1. Yes. Please refer to Section 3.8 Licenses, Safety Practices, Government Regulations. Additionally refer to the Florida Department of Agriculture and Consumer Services for Security Licensure requirements.

2. Both the contractor and subcontractor shall hold a security license. Please refer to Section 3.8 Licenses, Safety Practices, Government Regulations. Additionally refer to the Florida Department of Agriculture and Consumer Services for Security Licensure requirements.

3. Yes. Please refer to Section 3.8 Licenses, Safety Practices, Government Regulations. Additionally refer to the Florida Department of Agriculture and Consumer Services for Security Licensure requirements. (Answered: Jan 28, 2019 7:46:10 AM EST)

Question 12

Is there a specific route to follow when in the patrol car doing the rounds? Are there specific checkpoints on those routes? (Submitted: Jan 29, 2019 12:34:34 PM EST)

Answer

- There is no specific route. (Answered: Jan 31, 2019 3:24:39 PM EST)

Question 13

At the pre-bid conference there was the mention of an 80 hour class is that administered by the airport or by the security company? If by the company will the information that needs to be covered be provided by the airport? (Submitted: Jan 29, 2019 12:41:06 PM EST)

Answer

- A)By the security company.

B)The proposer shall have the necessary experience to perform work at the airport as describe in the solicitation (Answered: Jan 31, 2019 3:24:39 PM EST)

Question 14

Please clarify the required weekly work hours for Senior Patrol officer and airfield patrol officer. Current annual total billable hours for both outlined in the RFP does not reflect a seven-day workweek on a rotating shift. Is the scope of work requiring 24/security coverage for the Senior Patrol officer and airfield patrol officer? (Submitted: Jan 29, 2019 1:38:21 PM EST)

Answer

- Section VI Cost Proposal reflects the total number of hours available by position. (Answered: Jan 31, 2019 3:24:39 PM EST)

Question 15

Can the patrol vehicles be stored on premises? (Submitted: Jan 29, 2019 4:37:28 PM EST) Answer

- Yes (Answered: Jan 31, 2019 3:24:39 PM EST)

Question 16

Can the shift schedules be changed? (Submitted: Jan 29, 2019 4:53:57 PM EST)

6

Answer

- The City is open to this. Please describe your proposed schedule in your proposal. (Answered: Jan 31, 2019 3:24:39 PM EST)

Question 17

If the shift schedules cannot be changed when are there start and finish times? (Submitted: Jan 29, 2019 4:55:07 PM EST)

Answer

- Please describe your proposed schedule in your proposal. (Answered: Jan 31, 2019 3:24:39 PM EST)