

AGREEMENT FOR SECURITY GUARD SERVICES

THIS AGREEMENT, made this ____ day of _____ 2021, is by and between the **City of Fort Lauderdale, a Florida municipality** (“City” or “Parties”), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and **FPI Security Services, Inc., a Florida corporation** (“Contractor,” “Company” or “Parties”), whose address and phone number are **1771 North Flamingo Road, Pembroke Pines, Florida 33028, Phone: 954-370-5300, Email: dgonzalez@fpisecurity.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:

- (1) **Invitation to Bid No. 12435-315, Security Guard Services, including any and all addenda, prepared by the City of Fort Lauderdale (“ITB” or “Exhibit A”).**
- (2) The Contractor’s response to the ITB, dated October 28, 2020 (“Exhibit B”).

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

- A. First, this Agreement dated _____, 2021, and any attachments.
- B. Second, Exhibit A
- C. Third, Exhibit B

II. SCOPE

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

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

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 **July 1, 2021 and shall end on June 30, 2023. The City reserves the right to extend the contract for two additional one-year terms**, providing all terms conditions and specifications remain the same, both Parties agree to the extension, and such extension is approved by the City. In the event 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. Termination for Cause

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

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false

or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the Work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

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

E. Cancellation for Unappropriated Funds

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

F. Insurance

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

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or

acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for Contractual Liability and Independent Contractors.

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

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. 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.

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
100 North Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, 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.

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

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

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

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

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

G. Environmental, Health and Safety

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

H. Standard of Care

Contractor represents that it is qualified to perform the Work, that Contractor and 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 Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2020), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other

provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under 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 (2020), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

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

M. Inspection and Non-Waiver

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

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

N. Assignment and Performance

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

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

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance

and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

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

O. Conflicts

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

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

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

P. Schedule and Delays

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

Q. Materiality and Waiver of Breach

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

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

R. Compliance With Laws

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

S. Severance

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

T. Limitation of Liability

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

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2020), as may be amended or revised.

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. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.

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

V. Amendments

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

W. Prior Agreements

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

X. Payable Interest

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

Y. Representation of Authority

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

Z. Uncontrollable Circumstances ("Force Majeure")

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

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

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel.

BB. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH

ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301,
PHONE: 954-828-5002, EMAIL:
PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2020), 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 the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CC. Non-Discrimination

The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. 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").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies

with Section 2-187.

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

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

ATTEST:

CITY OF FORT LAUDERDALE

Jeffrey A. Modarelli, City Clerk

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

Date: _____

Approved as to form:
ALAIN E. BOILEAU, CITY ATTORNEY

By: _____
Rhonda Montoya Hasan
Assistant City Attorney

WITNESSES:

FPI SECURITY SERVICES, INC.

Signature

By: _____
Daniel Gonzalez, Vice President

Print Name

Signature

Print Name

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by **Daniel Gonzalez** as **Vice President** for **FPI Security Services, Inc.**, a **Florida corporation**.

(Signature of Notary Public – State of Florida)

Print, Type or Stamp Commissioned Name of
Notary Public)

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

Solicitation 12435-315

Security Guard Services

Bid Designation: Public



City of Fort Lauderdale

Bid 12435-315 Security Guard Services

Bid Number **12435-315**
 Bid Title **Security Guard Services**

Bid Start Date **Oct 2, 2020 2:48:08 PM EDT**
 Bid End Date **Oct 28, 2020 2:00:00 PM EDT**
 Question & Answer End Date **Oct 22, 2020 5:00:00 PM EDT**

Bid Contact **Stefan S Mohammed**
Senior Procurement Specialist
Finance
954-828-5351
smohammed@fortlauderdale.gov

Contract Duration **2 years**
 Contract Renewal **2 annual renewals**
 Prices Good for **120 days**

Bid Comments **The City of Fort Lauderdale, Florida is seeking qualified, experienced and licensed firm(s) to provide Security Guard services for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).**

For additional information go to www.BidSync.com.

Topic: 124315-315 Security Guard Services Bid Opening
Time: Oct 28, 2020 02:00 PM Eastern Time (US and Canada)

OPTIONAL: MEETING INFORMATION FOR BID OPENING: DO NOT JOIN UNTIL SCHEDULED BID OPENING DATE/TIME

Join ZoomGov Meeting
<https://fortlauderdale.zoomgov.com/j/1603991916?pwd=V3NwZG5DUCtjSWxZcXVjNWVWVZnE0QT09>

Meeting ID: 160 399 1916
Password: 203799
Mobile Phone One-tap Dial:
+16692545252,,1603991916# US (San Jose)
+16468287666,,1603991916# US (New York)

Dial by your location
+1 669 254 5252 US (San Jose)
+1 646 828 7666 US (New York)
Meeting ID: 160 399 1916
Find your local number: <https://fortlauderdale.zoomgov.com/u/aepgM47n5n>

Item Response Form

Item **12435-315--01-01 - 12435-315 Security Guard Services : Refer to Section VI: Cost Proposal Page**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Fort Lauderdale**

See RFP Specifications

See RFP Specifications

Fort Lauderdale FL 33301

Qty 1

Description

Price to be provided on Cost Proposal page Section VI.

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide Security Guard Services for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2 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.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA WWW.BIDSYNC.COM.

1.3 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via BIDSYNC.COM at the date and time indicated on the solicitation. This notice supersedes any indication on any current unopened solicitation that may give a specific location for the solicitation opening. All openings will be held on the BIDSYNC.COM platform. Once the Procurement Specialist opens the solicitation virtually, the bid tabulations may be viewed immediately on a computer, laptop, cell phone, or any other device with Wi-Fi access. The virtual opening may also be viewed in real time through a “Zoom meeting” or similar type platform as indicated in the Bid Comments section of this solicitation.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the question and Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

1.4 Point of Contact

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

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. 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.

1.5 Pre-proposal Conference and Site Visit

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

It will be 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. 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.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/20) 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.

2.6 Price Validity

Prices provided in this Request for Proposals (RFP) 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 Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

Payment terms will be considered net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in accordance with the Florida Local Government Prompt Payment Act. Bidder may offer cash discounts for prompt payment, but they will not be considered in determination of award.

2.8 Related Expenses/Travel Expenses

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

2.9 Payment Method

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

Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.10 Mistakes

The 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.

2.11 Acceptance of Proposals / Minor Irregularities

2.11.1 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.

2.11.2 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.

2.12 Modification of Services

2.12.1 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.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this 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.

2.12.3 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.

2.12.4 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.

2.13 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.

2.14 Sample Contract Agreement

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

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

2.15 Responsiveness

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

2.16 Responsibility

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

2.17 Minimum Qualifications

Proposers shall be in the business of security services 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.

2.17.1 Proposer or principals shall have at least five (10) years of providing security services experience.

2.17.2 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.

2.17.3 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.

2.17.4 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.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.19 Local Business Preference

2.19.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a 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:

2.19.2 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.

2.19.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

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

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

2.19.5 Definitions

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

2.20 Protest Procedure

2.20.1 Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.20.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

2.21 Public Entity Crimes

Proposer, by submitting a proposal, certifies that neither the proposer nor any of the Proposer's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not

submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for

CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.22 Subcontractors

2.22.1 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.

2.22.2 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.

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

2.23 Proposal Security – N/A

2.24 Payment and Performance Bond – N/A

2.25 Insurance Requirements

2.25.1 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.

2.25.2 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.

2.25.3 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.

2.25.4 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 the general liability policy.

- 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

- 2.25.5** 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.
- 2.25.6** 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.
- 2.25.7** 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.
- 2.25.8** 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.
- 2.25.9** 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.
- 2.25.10** 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.
- 2.25.11** 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.

2.26 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.

2.27 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.

2.28 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.

2.29 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.

2.30 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:

2.30.1 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;

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

2.30.3 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

2.30.4 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.

2.31 Canadian Companies

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

2.32 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.

2.33 Manufacturer/Brand/Model Specific Request – N/A

2.34 Contract Period

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

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 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.

2.35 Cost Adjustments

Prices quoted shall be firm for the initial contract term of two years. No cost increases shall be accepted in this initial contract term. Please consider this when providing 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.

2.36 Service Test Period

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

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

2.37 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.

2.38 Contractor Performance Reviews and Ratings

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

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

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

2.39 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.

2.40 Ownership of Work – N/A

2.41 Condition of Trade-In Equipment – N/A

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

2.43 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 (Attachment " ") should be completed and submitted with Proposer's response to this RFP.

2.44 Service Organization Controls – N/A

2.45 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.

2.46 PCI (Payment Card Industry) Compliance

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

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

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.01 The purpose of this solicitation is to contract with a qualified security firm for security officer/guard services for the City's current and future needs for security officer service at:

1. Public Works Fiveash Regional Water Treatment Plant compound.
949 NW 38th street, Fort Lauderdale
2. Department of Sustainable Development
Building Services Center, 700 NW 19th Ave, Fort Lauderdale
3. City of Fort Lauderdale, City Hall
100 N Andrews Ave, Fort Lauderdale

In addition, security officer services shall be utilized for other City facilities and/or event and/or emergency on an as needed basis. The City reserves the right to select the level of security officers required; along with changes in Post Orders i.e. hours of coverage, established routes, and other criteria or policies included in the RFP attachments, etc. The City wants to have a 2-year contract with the right to extend for an additional 2 terms providing the qualified Security Firm ("Contractor") can meet the City's security officer needs.

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

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

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

3.02 SECURITY FIRM ("CONTRACTOR") MINIMUM REQUIREMENTS

- a. The Contractor must have a Class "B" Security Firm License.
- b. Any and each individual branch office location where security business is actively conducted must have a Class "BB" Branch Office License.
- c. Any person who directs the activities of licensed security officers at any firm or branch office must have a Class "M" or Class "MB" Manager License. A Class "D" licensee, who has been so licensed for a minimum of two (2) years may be designated as the manager, in which case the Class "M" or "MB" license is not required.

- d. The manager assigned to firm or branch office must operate primarily from the location for which he has been designated as manager.
- e. Each licensed location must have a designated, properly licensed manager and a licensed manager may only be designated as manager for one location.
- f. Contractor must have a regular business office location in the tri-county area (Miami-Dade, Broward, and/or Palm Beach).
- g. The Contractor's dispatch facility shall be staffed by full-time employees of the Contractor at the location properly zoned for such activity.

3.03 SECURITY OFFICER EXPERIENCE AND QUALIFICATIONS

All personnel assigned to this contract shall be properly trained, qualified, and licensed to perform security services as outlined in Level A, Band C below. The Contractor will provide candidates for review and approval either administratively or personally by the City's designated representative prior to assigning a Security Officer to the above listed locations.

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

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

GUARDS ARE TO BE CATOGORIZED AS FOLLOWS:

LEVEL A - BASE LEVEL

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

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

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

Primary Responsibilities:

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

LEVEL B - MID LEVEL

Meet all the requirements of Level A and:

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

Primary Responsibilities:

Meet all the requirements of Level A and:

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

LEVEL C - HIGH LEVEL

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

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

Physical & Mental Qualifications:

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

Armed personnel shall meet the following additional physical requirements:

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

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

3.04 SCOPE OF SERVICES REQUIRED SERVICES

The scope of services at Five Ash Compound

- a. An armed LEVEL C Security Officer will monitor the Public Works Fiveash Regional Water Treatment Compound on a 24-hour basis, 7 days per week using a roving golf cart and foot patrol services. This compound is critical to public safety because it contains a freshwater treatment facility, a gasoline dispensing station, and the administration offices for the Public Works Utilities Division.
- b. The Security Officer will report to the designated location on time and will remain on duty until the end of the shift and until properly relieved. No officer will work more than a twelve (12) hour shift in a twenty-four (24) hour- period.
- c. It is preferred that the twenty-four (24) hour period be broken into three (3) eight (8) hour shifts:

From 7 AM until 3 PM daily, Monday thru Sunday, the armed LEVEL C Security Officer will be responsible for maintaining a security checkpoint at the main entrance gate to the compound. They will provide access control on all vehicles and/or persons entering the compound and confirm the individuals are authorized for entry into the facility.

From 3 PM until 11 PM daily, Monday thru Sunday, the armed LEVEL C Security Officer will be responsible for maintaining a security checkpoint at the main entrance gate to the compound. They will provide access control on all vehicles and/or persons entering the compound and confirm the individuals are authorized for entry into the facility. At 6 PM the officer will close the gate and provide roving security throughout the compound.

From 11 PM until 7 AM daily, Monday thru Sunday, the armed LEVEL C Security Officer will be responsible for providing roving security throughout the compound. At 6 AM the officer will be responsible for opening the gate and maintaining a security checkpoint at the main entrance gate to the compound. They will provide access control on all vehicles and/or persons entering the compound and confirm the individuals are authorized for entry into the facility.

On all official City holidays, the entrance gate will remain closed and the Security Officer will maintain a roving patrol throughout the compound.

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

The Scope of Services for Building Services estimated at 2080 hours annually each guard, 2 full time guards, 4160 total estimated hours:

Guards will work a shift of 7.30am to 4.00 pm Monday thru Friday.

LEVEL B - MID LEVEL

Meet all the requirements of Level A and:

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

Primary Responsibilities:

Meet all the requirements of Level A and:

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

Scope of Services for City Hall requires an armed **LEVEL C** Security full time officer.

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

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

3.05 SERVICES AND EQUIPMENT PROVIDED BY CONTRACTOR

- a. Contractor shall provide officer, the security golf cart (including appropriate weather enclosure/protection), uniform for the officer, and communication equipment for the officer, electronic automated device, supervision of the officer, and twenty four (24) hour per day, seven days per week communications access for the City and the officer.
- b. The Security Officer must have communications equipment that will allow him to contact his office, the Public Works Dispatcher or designee, and the Fort Lauderdale Police Department (e.g. radio, cellular phone, etc.). The Security Officer will carry an operating flashlight with batteries.
- c. **Except where the City requires or has requested an armed LEVEL C Security Officer, no other officer providing services shall carry arms, even if properly trained and licensed.**
- d. The security golf cart shall be clean, operable, and properly always maintained. A backup security golf cart with the same equipment and capabilities must be available within 4 hours from the time of notification.
- e. Both the Security Officers uniform and golf cart shall be clearly identified with the security firms name to notify the public that the Security Officer is providing a service for the City. The Officer shall wear a nametag and the vehicle shall have the telephone number of the security firm prominently displayed.
- f. The Security Officer will patrol the facilities both in the roving golf cart and on foot to inspect all parts of the facilities for the purpose of detecting and preventing individuals or groups from committing acts that are illegal or injurious to others or to the property.
- g. The Security Officer shall complete a daily report called an "Incident Report". At the completion of the shift the incident report will be provided to the Officer's Supervisor as well as the designated City staff Dispatcher or designee. Such reports shall have the Security Officer's name and date. The report shall note any contact initiated by the Security Officer against unauthorized parties or involving persons who may be reporting violations or suspicious activities or whose conduct on City property may voluntarily or involuntarily warrant response from the Security Officer. All instances that may be of interest to Supervisor or City personnel should be logged.
- h. The incident report shall be completed even when reported activity involves response by Fort Lauderdale Police in order to further document the circumstances and confirm that a police report is in the process of being made. The Security Officer will contact the appropriate City and Contractor personnel when such events occur or have occurred. The Officer's Supervisor should be contacted in routine or non-emergency cases. The Fort Lauderdale Police Department and the Officer's Supervisor must be immediately contacted in emergencies or when assistance is thought to be needed.
- i. The Security Officer will report safety hazards, malfunctioning equipment, trespassing, vandalism, suspicious activity, and other such matters to the City Dispatcher or their designee.

- J. A Security Firm Supervisor will be responsible for the supervision of all personnel concerned with the operation of this security officer contract and confirm that the Security Officer is following prescribed procedures. The Security Firm Supervisor will visit the facility at least twice each week to familiarize him/herself with its condition and any accounts of trespassing or vandalism. Such visits are to be entered into the log. The supervisor, or other qualified personnel approved by the City shall take over for the Security Officer during any meal or other breaks when the Officer is not on his / her route and observing the site.
- k. The Contractor must install surveillance equipment in the guard houses for the purpose of monitoring their personnel while on duty.

3.06 ADDITIONAL SCOPE OF SERVICES

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

3.07 POST OPERATING ORDERS

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

3.08 PENALTY

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

END OF SECTION

City of Fort Lauderdale
Security Guard Services
RFP # 12435-315

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** 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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (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.

- 4.1.6** 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 100 pages in one complete pdf document. The proposals should be organized, divided and indexed 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 (timeline) 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.

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. Local Business Preference (LBP)

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

F. 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.

G. 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.

H. W-9 for Proposing Firm

This form must be completed and returned with your proposal.

I. Active Status Page from Division of Corporations – Sunbiz.org

Provide PDF of current page with your proposal.

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/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 in attendance at scheduled virtual 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 virtual interviews and/or require virtual oral presentations from the short-listed Proposers. The Evaluation Committee shall then re-score 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 for such as presented in the narrative proposal. This will include problem identification and the proposed method to accomplish the work	30%
Experience, qualifications and past performance of the proposing firm, including person proposed to provide the services, facilities, resources and references.	40%
Cost 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 shall quote firm, fixed, costs for all services/products identified 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.

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

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

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

Level C – High Level \$_____ per hour X 1 hour = \$_____

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

Vehicle(Golf Cart) \$_____ per hour

Fiveash Regional Water

Treatment Compound Hours: 24/day X 365 days = 8,760 hours per year

Total Cost per year: Level C Roving/hr. \$_____ & Veh/hr \$_____ X 8,760 = \$_____

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

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

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

Level C – High Level \$_____ per hour X 1 hour = \$_____

Department of Sustainable Development: 4160 hours per year (2 guards)

Total Cost per year: Level B Non-Roving/hr. \$_____ X 4160 = \$_____

City Hall: 2080 hours per year (1 guard)

Total Cost per year: Level C Non-Roving/hr. \$_____ X 2080 = \$_____

GRAND TOTAL (3 Locations) \$_____ /ANUALLY

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

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

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

Level C – High Level \$_____ per hour X 1 hour = \$_____

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

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

Submitted by:

Name (printed)

Signature

Date

Title

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions 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 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, 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, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), 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 (2019), 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 (2019), as may be amended or revised.

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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.

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

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

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

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the 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-to-award>

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?nodeid=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.

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4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with 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:

- Bidder's 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.

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: 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. 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 the City's best interest as determined by the City, to cancel any 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 the City Auditor's 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. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its 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.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

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- 5.15 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 Contractor 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 Contractor from 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.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against 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 their 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 any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 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.
- 5.19 GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), 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 the 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 the 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 the 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.

Authorized Signature

Title

Name (Printed)

Date

**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. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

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

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept 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.

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

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☐ Visa

Company Name

Name (Printed)

Signature

Date

Title

LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

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

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

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

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

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

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

(1)
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 **and** 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 **or** 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.

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale

(5)

Business Name

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.

BIDDER'S COMPANY:

AUTHORIZED
COMPANY
PERSON:

PRINTED NAME

TITLE

SIGNATURE:

DATE:

E-VERIFY AFFIRMATION STATEMENTRFP/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:

9/15/2020

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

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

Company: (Legal Registration) EIN (Optional):

Address:

City: State: Zip:

Telephone No.: FAX No.: Email:

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

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

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☐

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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

VARIANCES: 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. **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

Title

Revised 4/28/2020

Question and Answers for Bid #12435-315 - Security Guard Services

Overall Bid Questions

There are no questions associated with this bid.

FPI Security Services

Bid Contact **Daniel Gonzalez**
dgonzalez@fpisecurity.com
Ph 305-827-4300

Address **1776 West 38 Place**
Hialeah, FL 33012

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
12435-315--01-01	12435-315 Security Guard Services : Refer to Section VI: Cost Proposal Page	Supplier Product Code:	First Offer -	1 / each	Y	Y

Supplier Total **\$0.00**

FPI Security Services

Item: **12435-315 Security Guard Services : Refer to Section VI: Cost Proposal Page**

Attachments

City of Fort Lauderdale Proposal - FPI.pdf



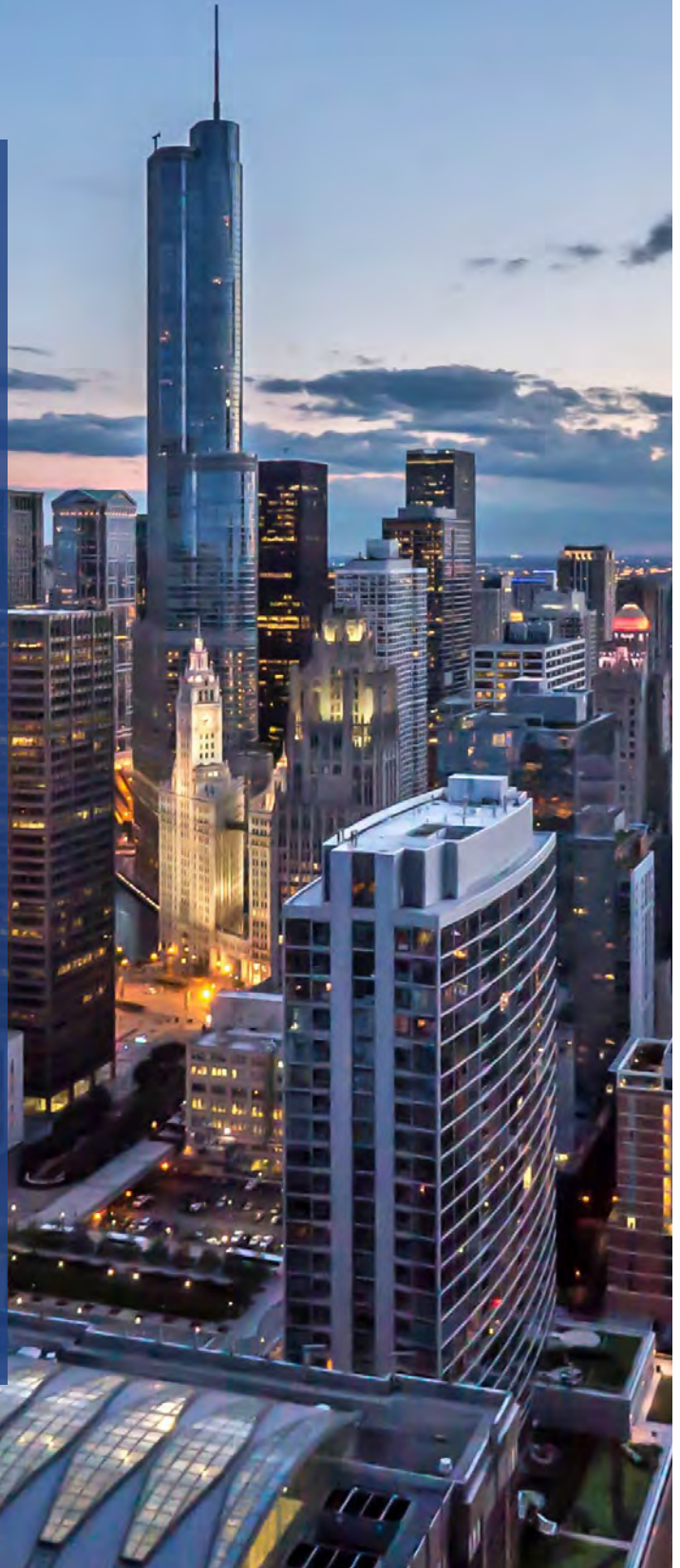
SECURITY PROPOSAL

**Bid 12435-315 Security
Guard Services**

City of Fort
Lauderdale

Prepared by:
Daniel Gonzalez
Dgonzalez@fpisecurity.com
FPI Security Services
FEIN-37-1499692
1771 N Flamingo Road
Pembroke Pines, FL 33028
954-370-5300

Due Date: October 28, 2020





SECURITY
WITH
PRECISION

Delivered Electronically - BidSync

City of Fort Lauderdale
100 N Andrews Ave
Fort Lauderdale, FL 33301

October 28, 2020

RE: Bid 12435-315 Security Guard Services

To whom it may concern,

We are responding to your request for proposals for Security Guard Services in the City of Fort Lauderdale, in accordance with the terms, conditions, and specifications contained in the request. We understand that you wish to contract with a security firm to provide the requested services to commence upon the date of award and shall expire two years from that date with the option to renew for an additional (2) one year terms.

Our company is respectfully requesting to be considered for this contract. We have fully read and understand all the requirements, and conditions of your request. We are confident that we meet and exceed the required parameters and we are the right company for this partnership with the City of Fort Lauderdale. FPI Security Services holds no conflict of interest with the City of Fort Lauderdale, and meets all the requirements, and special conditions of the request. Our company with over 30 years of experience in this field is normally and routinely engaged in performing such services. We are legally licensed, bonded and insured to perform the work delineated in the request.

305-827-4300

954-370-5300



1776-78 W. 38th Place

Miami FL, 33012



dgonzalez@fpisecurity.com

www.fpisecurity.com





SECURITY
WITH
PRECISION

At FPI our customers are partners. We act with the best interest of the clients first. We measure our success by how we meet and exceed our client's expectations and needs. Our experience, integrity, work ethics, innovations, and productivity have allowed our company to grow and develop at rates above our competitors. We are a comprehensive security solution staffed with an elite team of over 300 professionals stemming from the field of Military, Police and Public Safety. Our emphasis on customer service is the key to our success in this industry.

I want to thank you for taking a moment from your valuable time to review this letter. You will find that not only does FPI meet and exceed your requirements and qualifications, but that our partnership will be a great benefit to the City of Fort Lauderdale. Our goal to, "best serve the interests of our clients" is a perfect fit to this organization. Our company's stability, sense of responsibility along with our proven methodology has made us an industry leader. We truly believe that the premier blend of FPI services with the needs of the City of Fort Lauderdale will set a benchmark for other municipalities to follow.

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

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

Sincerely,


Daniel Gonzalez
Vice President
FPI Security Services Inc.

305-827-4300

954-370-5300



1776-78 W. 38th Place

Miami FL, 33012



dgonzalez@fpisecurity.com

www.fpisecurity.com





SECURITY
WITH
PRECISION

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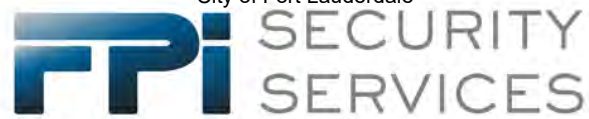
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SECURITY
WITH
PRECISION

Executive Summary



FPI Security Services has made a tradition of dependable and efficient service that extends more than 30 years. From its beginnings, FPI has made its security services out to be a dependable ethical work force that prides itself on making a difference.

FPI is a well-managed growth-oriented provider of security officers and related services. The company currently employs in excess of 300 individuals and offers services to governmental, commercial, industrial and residential clients. FPI is an equal opportunity employer and is proud to be a family owned company.



The company has achieved growth in excess of 10% per year substantially in excess of its peers in the industry, both larger and smaller. This success has been the result of experienced management, proper selection and intensive training of people and remarkable responsiveness to customer needs and service opportunities.

Having developed a stable and proven management team, the company is poised for growth, both geographically and through the expansion of corollary services in the ever-expanding security and service industry.



FPI's team is confident that its solid foundation built on exceptional customer satisfaction, together with carefully managed profitability will enable the company to continue its growth and become an outstanding leader in the industry." -- Alex Perez



We are a full service protection company capable of providing top notch, professional security services to a large client base.

We take pride in performing above industry standards, our personnel receive training both in the classroom and on the job to assure that all personnel have the knowledge and ability to perform the work required.

At FPI, each client is treated with individual and personalized attention. FPI has established

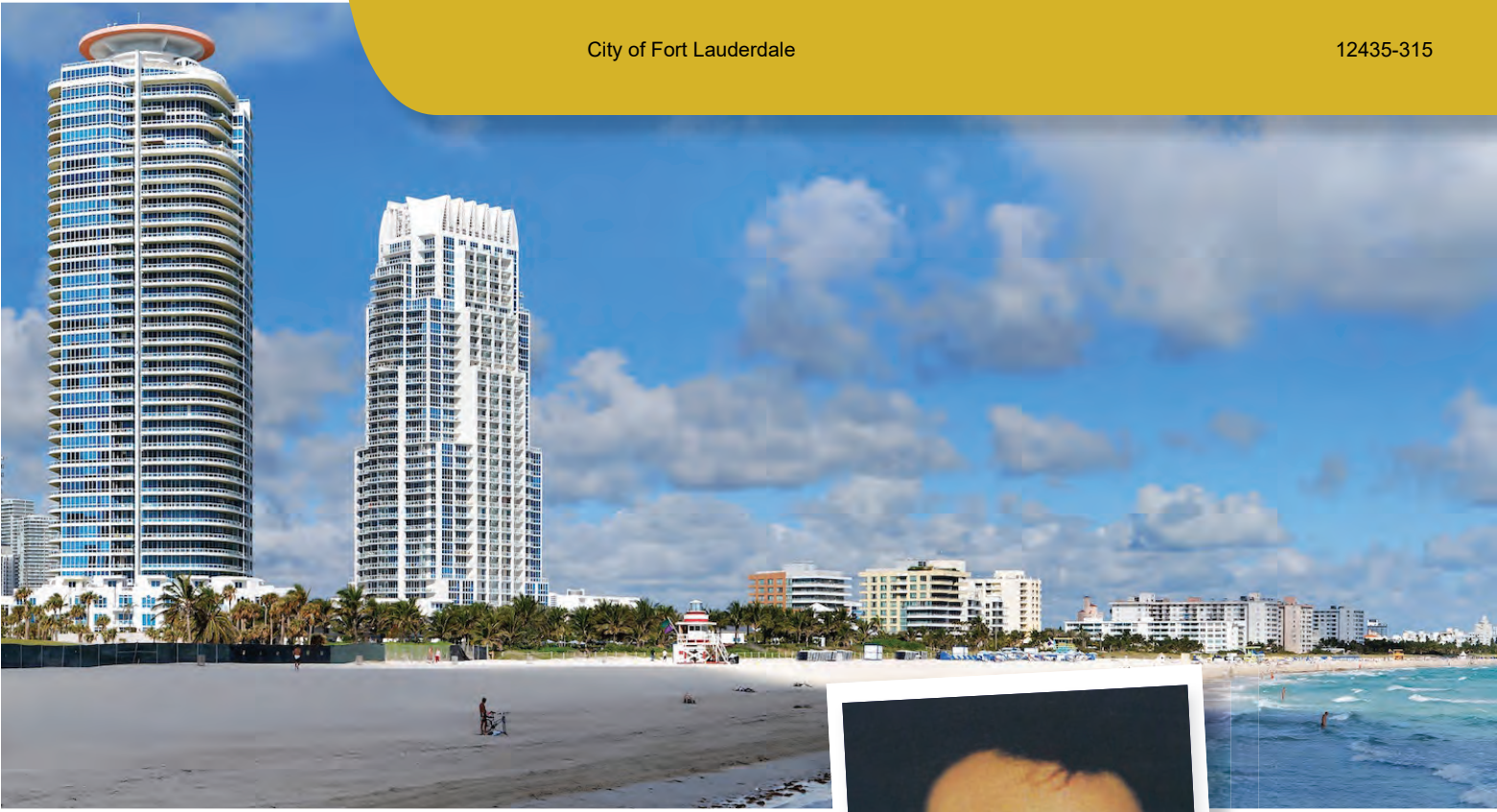
a “hands on” approach and will do whatever is necessary to ensure customer satisfaction. We offer a wide range of services tailored to meet the demands of our clients.

We specialize in:

- Security Services
- Access control
- Concierge services
- Patrol services
- Emergency coverage

FAMILY + OPERATED
OWNED

- Special events
- Risk assessments
- Parking enforcement
- Guard houses



MEET THE FOUNDERS

FPI Security Services was founded in 1981 by Andres Perez. Andres spent 20 years in the United States Army and served in the Vietnam War. When he retired from the military, Andres began a career in law enforcement. Soon after FPI Security Services was born. Andres used the experienced he gained in the military and law enforcement to build a professional security company that aimed to provide the highest standard of service.

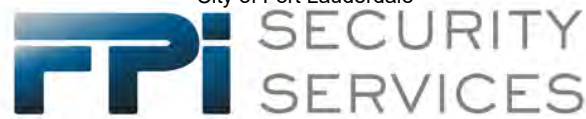
Alex Perez, the son of Andres Perez, began to learn the business as soon as he was old enough to work. He spent countless hours with his father learning the security industry. Alex learned the business from the ground up, starting as a security guard. After his father's passing, Alex took over FPI Security Services.

Using the knowledge and experience gained from his father, Alex and FPI provide professional and leading edge security services.



"We look forward to the opportunity of serving your community."

Alex Perez
President & CEO



Strengths

FPI has positioned itself as the leading, privately owned provider of high quality security services in South Florida. While the market encompasses thousands of potential clients, the company chooses to target governmental agencies, commercial and residential development accounts. Our customer base consists of a diverse clientele including Fortune 500 companies, hospitals, marinas, and many more. We now proudly serve the entire State of Florida.



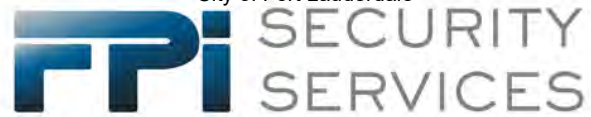
Employee Screening

The Company maintains the highest standards for employment in the industry providing applicants pass a 7 panel drug screen and are able to pass an FDLE criminal background check. FPI requires significantly higher levels of experience and educational background than its competition.

Customer Retention & Service

Because of its attention to customer service, the company maintains high retention rates among its clients. Top management is in daily contact with its clients, maintains personal involvement and provides immediate response to client concerns and needs. The company maintains the philosophy of providing extraordinary customer service and “doing whatever it takes” to anticipate and handle any and all client needs.





Billing & Payroll

FPI pays its security officers every two weeks, which translates into 26 billing periods a year for payroll. Your organization will be invoiced once a month for guard services with payments due 45 days from date of invoice.

Pricing

FPI positions itself as a competitively priced Service Company with a strong emphasis on quality and customer service. Its clients pay for the level of service that they select. FPI adheres to rigorous quality control and training programs that support each level of personnel requested.

FPI has maintained its reputation by providing superior personnel which ensure high customer satisfaction and retention.



Professional Memberships & Certifications

Staying at the top of our industry requires constant educational growth. As FPI Security Services grows we have gained certifications and professional memberships with the following organizations:



American Board for Certification in Homeland Security



American Society for Industrial Security (ASIS)



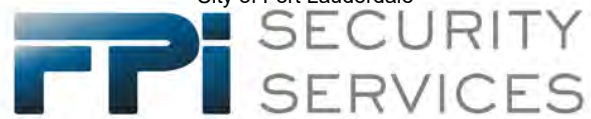
Better Business Bureau, Accredited Business



International Association for Healthcare Security & Safety



Miami-Dade County Association of Chiefs of Police



Dispatch Center

FPI has a dispatch center available to handle any problems or concerns that may arise during the day to day operations. FPI's dispatch center is open 24 hours a day, year round, including holidays and for natural disasters. In addition, the dispatch center is responsible for attending to scheduling issues that may arise. FPI is equipped with state of the art emergency backup systems including high efficiency generators. In the event of an emergency, our operations will continue to run as scheduled, providing our clients with uninterrupted service during the most crucial times.



Executive Assistance

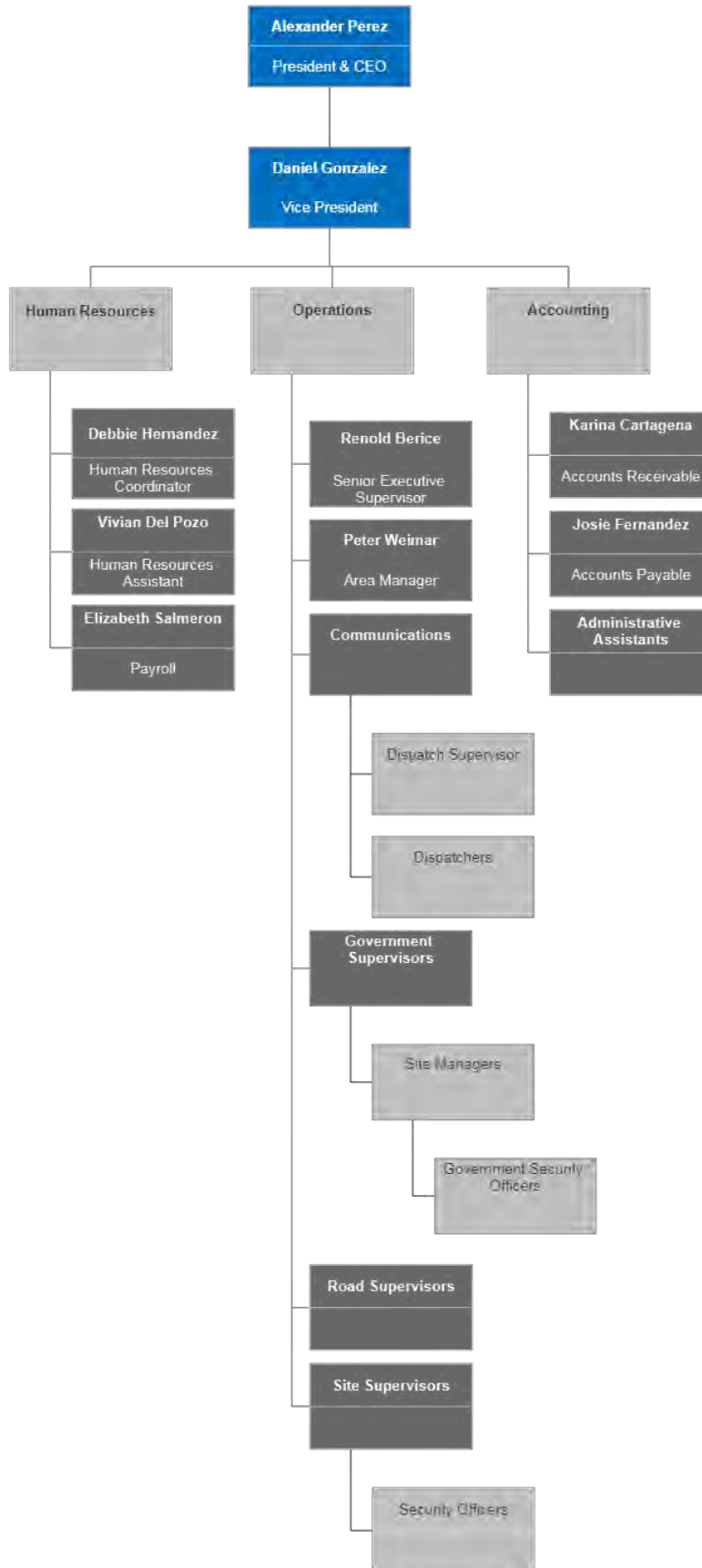
Executive assistance will be available to you, to assist in any situation that may arise during the term of this contract.

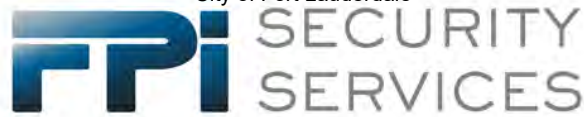


SECURITY
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Project Team Qualifications

Organizational Chart





Management Team

Alexander Perez has more than 25 years security experience, Alexander Perez has an established track record for FPI that deliver sustained growth and profits and in identifying critical Municipal partnership opportunities that strategically expand market share. Mr. Perez has spent the last eight years as President and CEO of Florida Patrol Investigators, Inc. the market leader in the high-end Security Service. Under Mr. Perez's guidance FPI has become a leader in the industry, setting trends in customer relations and services. FPI's core values have placed the client's interests the priority for the business model.

Daniel Gonzalez is FPI's Vice President. Daniel has been with the company 10 years and has a strong background in emergency management and security operations. He attended Saint Thomas University and obtained his Bachelor's Degree in Organizational Leadership. He later obtained his Juris Master Degree at FIU College of Law. Daniel brings strong leadership and innovation to the FPI management team.

Renold Berice brings a strong background in developing and directing operational plans, and administrative functions in public and private accounts serviced by FPI. Mr. Berice has provided key roles in guiding the company through dynamic, high growth, as well as difficult market environments. He has honed his expertise with over 20 years of service to FPI.

Peter Weimar is an experienced security manager with 16 years of experience in the security industry. He gained valuable experience as a manager for one of the largest security companies in the world. Mr. Weimar brings knowledge of software implementation to FPI which allows us to compete in today's world of technology.

FPI's proven management and supervisory teams are made up of elite members professionally trained and certified to conduct the services hereby delineated.

FPI is proud to be composed of members from the fields of Law Enforcement, Life Safety, First responders, Fire Rescue personnel, retired military, criminal justice professionals, and emergency management specialists.

The top echelon of our company is made up of professionally trained and season members with many years of experience in the field of Business Management, Finance, marketing, and customer service.

Please see attached Resumes.



FPI Security Services
1771 N Flamingo Road, Pembroke Pines, FL 33028
Toll Free: 1-800-374-4316 Dade: 305-827-4300 Broward: 954-370-5300
Email: info@fpisecurity.com

Objective:

FPI Security Services is a full service security agency capable of providing the latest in innovation to clients with a variety of needs. For over 30 years, FPI has provided security services above the industry standard.

Established in 1981

FPI Security was created in 1981 by Andres Perez. Andres was an Army veteran who saw the need for a professional security agency in South Florida. After over 30 years in business, FPI now serves the entire State of Florida.

Turnover below industry standards

FPI takes care of our employees so that our employees take care of our clients. Our employee retention programs have lowered our turnover to just under 30%. The industry standard is anywhere between 100-300%.

Security Instructors on Staff

FPI is also a licensed security school capable of providing the training required for individuals to obtain a security license. Our training staff is made up of several law enforcement instructors that provide the highest level of training to our officers. Our training facility includes an indoor shooting range for the training of our armed officers.

Experience:

FPI provides security services to a diverse client base made up of residential, commercial, and governmental agencies. Our client base includes Fortune 500 companies, hospitals, marinas, high-rises, and many more.

The Miami Herald, Doral, FL

Served since 2013

HBO Latin America, Sunrise, FL

Served since 2011

Silverlakes Homeowners Association, Pembroke Pines, FL

Served since 2011

Gibson Truck World, Sanford, FL

Served since 2013

Certifications & Memberships

American Board for Certification in Homeland Security

American Society for Industrial Security

International Association for Healthcare Security & Safety

Miami-Dade County Association of Chiefs of Police



ALEXANDER ANDRES PEREZ
E-Mail: alex@fpisecurity.com

Position:

President / CEO of FPI Security Services, Inc.

Summary:

20 years of executive experience in the Security Industry
Responsible for 150+ Security Officers
Security and Safety Surveys
Recruit and Train Security Officers
Obtain new security contracts
Schedule security officers
Maintain security contracts
Executive Office Administration
Certified Instructor for counter-terrorism
Certified Classroom Instructor
Operations Manual creation
Loss Prevention Investigations

Experience:

November 2004 – Present, FPI Security Services, Inc
President & CEO

January 2001 – Present, Florida Gun Center, Inc
Owner & President

June 1988 – November 2004, FPI Detective Agency
Senior Vice President

Professional Affiliations:

American Society for Industrial Security (ASIS)
Better Business Bureau
Dade County Chiefs of Police Association
Federal Firearms License Dealer
Florida Notary Public
International Association for Healthcare Security & Safety
NRA – Firearms Instructor

State of Florida Licenses:

Private Investigator License C 2501083
Security Officer Instructor License DI 2800026
Security/Investigative Agency Manager M 2500120
Statewide Firearm License G 2504772
Security Officer License D 2526046
Firearms Instructor License



DANIEL GONZALEZ
E-Mail: dgonzalez@fpisecurity.com

Position:

Vice President, FPI Security Services, Inc.

Summary:

A goal oriented individual with 10 years of experience in security operations and extensive education and training in management.

Experience:

May 2013-Present

FPI Security Services

Vice President

January 2011-May 2013

Florida Patrol Investigators, Inc.

Account Manager

July 2009-January 2011

Florida Patrol Investigators, Inc.

Site Supervisor

Education:

Broward College, Hollywood, FL

Emergency Management

Saint Thomas University, Miami Gardens, FL

Bachelor of Arts in Organizational Leadership

Florida International University, College of Law, Miami, FL

Juris Master

Emergency Management Institute

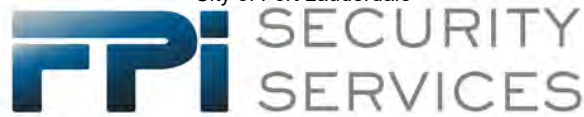
FEMA Independent Study Courses: Fundamentals of Emergency Management, Incident Command System, Emergency Planning, Leadership and Influence, Decision Making and Problem Solving, Effective Communication, Developing and Managing Volunteers, National Incident Management System, Workplace Security Awareness, Anticipating Hazardous Weather and Community Risk, and Professional Development Series.

Additional Skills

Fluent in English and Spanish, Microsoft Office, Quickbooks

State of Florida Licenses:

Security D License # D 1108906

**PETER WEIMAR****E-Mail: pweimar@fpisecurity.com****Position:**

Area Manager, FPI Security Services, Inc.

Summary:

An effective, responsible and goal-oriented professional with more than 16 years of experience in security services and management.

Experience:

September 2017 – Present
FPI Security Services, Inc.
Area Manager

2005-2017
Allied Universal Security
Mall Security Manager

Education:

Florida Class E Drivers License
Florida Security D + G License
FEMA training on ICS 100B, 907, 700A, and 800

Additional Skills:

Attended seminars; Media Train with TV interviewing, Maximum Performance Management, Achieving Extraordinary Customer Care, Time Management, Writing Effective Performance Appraisals, Interviewing Skills, The Phoenix Seminar, Psychology of Selling, Superior Sales Management, Tom Hopkins; How to gain, train and maintain a dynamic sales force, Motorola, Nokia, Audiovox and many other Vendor training's.

Computer knowledge: Word 7.0, Corel Word Perfect, Corel Photo Paint 5, Paperwork Visioneer, Excel, POS, Portia, I2k, Internet and many more.



RENOLD BERICE
1776 West 38th Place, Hialeah, FL 33012
Office: 305-827-4300 Mobile: 305-300-7622
E-Mail: berice@fpisecurity.com

Position:

Senior Executive Supervisor, FPI Security Services, Inc.

Summary:

18 years of operations experience in the Security Industry.
Responsible for 150+ Security Officers
Respond to Emergency Situations
Security and Safety Surveys
Recruit and Train Security Officers
Obtain new security contracts
Schedule security officers
Maintain security contracts
Office Administration

Experience:

November 2004 - Present
FPI Security Services, Inc.
Senior Executive Supervisor

June 1999 – November 2004
FPI Detective Agency
Patrol Supervisor

June 1996 – June 1999
50 State Security
Supervisor

Education:

Barber Scotia College, Concord, NC
Criminal Justice Studies

State of Florida Licenses:

Statewide Firearm License G 2603258
Security Office License D 2111367



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Experience & Qualifications

Current Client References

City of Pembroke Pines – Since 2017-Present

We currently provide Citywide security services for the City of Pembroke Pines. Our duties include armed and unarmed security at water treatment facilities, schools, public works, and housing.

Captain Javier Diaz – 954-431-2200 – Jdiaz@ppines.com



City of North Miami – Since 2018 – Present

We currently provide Citywide security services for the City of North Miami. Our services include public works, City Hall, and libraries. We also provide additional staff for City events.

Major James Mesidor-305-891-0294- Jmesidor@northmiamipolice.com



City of Coral Gables – Since 2015 – Present

We currently provide Unarmed security services throughout the City of Coral Gables. Our services include security at City Hall, public works, municipal parking garages, and other administrative locations.

Major Cordell Atherly – 305-442-1600 – Catherley@coralgables.com



FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**NICOLE "NIKKI" FRIED
COMMISSIONER****DIVISION OF LICENSING****11/04/19**
DATE ISSUED**12/15/20**
DATE OF EXPIRATION**B 0001169**
LICENSE NUMBER**FLORIDA PATROL INVESTIGATORS, INC.
DBA FPI SECURITY SVCS.****1771 N. FLAMINGO ROAD
PEMBROKE PINES, FL 33028****PEREZ, ALEXANDER ANDRES, PRESIDENT****THE SECURITY AGENCY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF
CHAPTER 493, FLORIDA STATUTES.***Nicole Fried*
**NICOLE "NIKKI" FRIED
COMMISSIONER**

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

Business Opened:06/09/2009
State/County/Cert/Reg:A0001701
Exemption Code:

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

Business Opened: 06/09/2009
State/County/Cert/Reg: A0001701
Exemption Code:



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Proposed Approach, and Methodology

Scope of Services

FPI Security Services fully understands the scope of services as they are delineated in the solicitation. FPI exceeds the requirements for the services requested and fully capable to provide all the necessary equipment and personnel to the City of Fort Lauderdale.

Locations

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

Level – C Armed Officer

FPI Security is experienced at providing security services to this compound. Our company has been providing services to this compound since 2012. We fully understand the importance of keeping a compound such as Fiveash secure.



Sustainable Department
700 NW 19th Avenue
Fort Lauderdale, FL 33311

Level – C Armed Officer

FPI Security has been providing the services requested at this location for several years. We are experienced in the requirements of the location. We are also experienced in the dealing with the local challenges of the area, including the adjacent park.



**Fort Lauderdale City Hall
100 N Andrews Ave
Fort Lauderdale, FL 33301**

Level – C Armed Officer

FPI Security has been providing the services at this location for approximately one year. This is a high-visibility location that requires strong customer service and appearance standards.



FPI Security is licensed in the State of Florida to provide the services requested in this solicitation (B lic. # 0001169). Our 24-hour dispatch is centrally located in Broward County and fully staffed by full-time employees. We have multiple qualified managers at our office located in our dispatch center. FPI Security Services has extensive experience in providing similar services to the ones required in the solicitation. We serve a wide range of clients in the public and private sector.

All applicants are asked to complete an employment application. Applicants are tested to verify their ability to read, understand and write English. Skills testing, dependent upon assignment, may also include mathematical, computer and other specific disciplines and skills needed to determine their ability and qualifications to become a member of our team. All applicants are screened for valid State of Florida “D” and “G” Licenses. FPI prefers to hire applicants with at least (2) years of experience under both the “D and “G” licenses.

All “G” licensed applicants are required, by the State of Florida, to complete a standard of 28 hours training course to apply for their license. FPI has licensed law enforcement instructors on staff at our training facility. We require all applicants with a “G” license to pass an additional course of 16 hours that is proctored by our law enforcement instructors. FPI takes pride in providing our employees with quality training to ensure they provide the highest standards of service to the City.

Our candidates are also placed through a background screening and 5 panel drug screening. Our background check consists of local and national level felonies and misdemeanors conducted by the FPI. FPI Security will make the results of any examinations available to the City.



SECURITY OFFICERS

FPI provides uniformed and plain clothed armed and unarmed security officers for access control, theft prevention, surveillance, intrusion prevention, vehicular foot patrol and other non-uniformed service as requested in this proposal on a 24 hour basis, 365 days a year. FPI also provides specialized services including concierge, guard house, doorman security services, personal security checks, traffic and parking control, plant security, protection against fire, theft, sabotage and safety hazards. Others clients include retail establishments, hospitals and governmental agencies. Also provided are corporate investigative services, security analysis, security surveys, background investigation and personal security services for high profile executives and celebrities.

Qualified personnel will meet all requirements of the solicitation.

SITE PATROL:

Protection of your commercial and residential site around the clock or as requested. Security circulation amongst visitors, patrons, and employees to preserve order and provide required protection of the premises to include: appropriate warnings when warranted, and the eviction of violators from the premises when required in a safe and professional manner.

Site officers are tasked with inspection of security systems, equipment and machinery for proper functionality and to detect any evidence of tampering. If any faults are detected officers will activate proper protocols to immediately address the condition and provide the appropriate response, maintaining an equivalent level of security until the issues is resolved.

An electronic guard tracking system system will be implemented throughout the facility to insure maximum patrol coverage and adequate accountability.



EMPLOYEE SCREENING:

FPI can help the Association conduct a thorough personnel screening.

Some of our services include:

Physcological Evaluation

Polygraph Exams

Background Checks

Workman's Compensation Checks

DRUG FREE WORK PLACE

FPI is committed to creating and maintaining a drug-free workplace. Our policy now formally states that substance abuse will not be tolerated.

Employees who are found to be under the influence of illegal drugs or alcohol or who violate this policy in other ways are subject to disciplinary action including termination. Because of the serious nature of these violations, each individual case will be thoroughly investigated to determine the appropriate course of action. Included in this policy is pre-employment screening of all personnel and random drug and alcohol tests that are done on a regular basis.

INSURANCE

FPI shall furnish to client a Certificate(s) of Insurance, which indicates that insurance coverage has been obtained which meets the requirement as outlined below:

Workman's Compensation Insurance for all employees of the vendor as required by Florida Statue 440.

General Liability on a comprehensive basis, including Personal Injury Liability, in an amount not less than \$ 5,000,000 combined single limit per occurrence for bodily injury and property damage.

Excess Liability covering in an amount not less than \$1,000,000.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount up to \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

Terrorism Insurance (where required).

The insurance coverage provided will include those classifications, which most closely reflect the operations of the vendor. Companies authorized to do business under the laws of the State of Florida shall issue all insurance policies required above.



UNIFORMS

Uniform type and use shall conform to standards and usage described below:

All employees performing under this contract shall wear the same color and style of uniform. Appropriately, female members of the guard force shall wear feminine style uniforms.

FPI shall, prior to the contract performance date, submit to client's representative documentation that the following items of uniforms and equipment have been issued to each employee. FPI shall issue a sufficient quantity of uniform items to ensure that each officer is in proper uniform while on post. Any disputes regarding application of the standards shall be referred to the client.

Note: Uniforms and equipment must be in good condition and meet the company's standards. As always there is never a charge to our officers for the uniforms or accessories that they wear.

The uniform shall only be worn when the officer is on official duty or when the officer is in transit between his/her place of residence and duty station.

Shoes shall be low quarter or high-topped, lace types with police or plain toe and standard heel.

NOTE: No officer will be on duty until he/she is completely uniformed including accessories as per the client's requirements.

FPI will furnish all officers with an adequate number of uniforms without cost to client. In addition, uniform cleaning and maintenance is made the responsibility of the officer. However, in those instances where the uniforms furnished are made of "wash and wear" material, they may be routinely washed and dried with other personal garments, and do not require any special treatment; such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of client's contract or by FPI.

SUPPLEMENTARY EQUIPMENT

Each officer on duty shall be equipped with supplementary equipment including, but not limited to notebooks, pens, pencils, replacement flashlight batteries and bulbs, traffic control safety apparel (reflective vests, gloves, traffic buttons, etc.) as appropriate to operations. Officers shall not be permitted to issue themselves any unauthorized supplemental or personal equipment, such as concealed firearms, knives or other non-standard items.

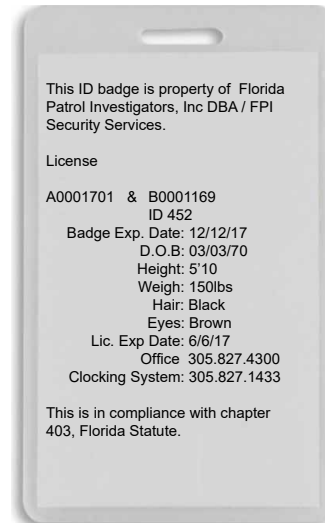
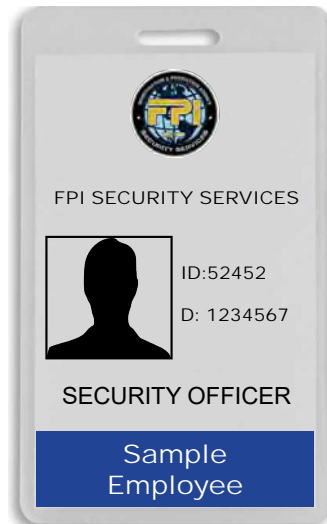
FPI shall provide and maintain, on-site, an adequate supply of batteries for all flashlights and traffic control batons.

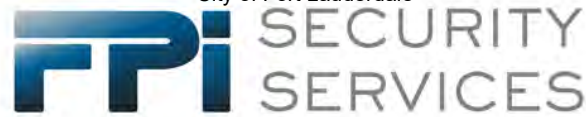
Inclement weather clothing shall be required for those officers required to perform duties while exposed to cold, rain, and other inclement weather conditions. All inclement weather clothing must be identical in style and color for each officer.



Sample Uniform and Duty Equip

Florida Patrol Investigators, Inc. Current Company Card - June 2015





ADDITIONAL SERVICES

MOTORIZED PATROL EQUIPMENT

Patrol vehicles (where applicable), shall be provided by FPI. Vehicles shall be in operating condition at all times. All costs for the operation and maintenance of vehicles, including all license and insurance fees, but excluding fuel shall be born by FPI. Each vehicle shall be marked for identification. In the event a patrol vehicle is temporarily inoperable (due to maintenance, etc.), an equivalent, fully operational, substitute vehicle, will be provided ensuring the vehicle furnished under this contract complies with the requirements outlined herein, spot light, hand held or otherwise.

Patrol Vehicles can be equipped with (additional costs may apply):

GPS Tracking, customer will receive daily GPS Tracking reports Mobile Computer Terminals, customers may receive E-Mailed Daily & Incident Reports Video Recording, video and still photographs will be available upon request

FPI will be happy to place important information that you provide, on the sides of the patrol vehicles that have been assigned to your property.* Below, please find a sample of what can be custom tailored for your property.

*FPI will try to have these marked vehicles available during all patrol rounds. FPI asks for your understanding and patience, when these vehicles are out of service, for maintenance / repair. FPI will provide another patrol vehicle during these times.



Sample Pictures of Patrol Vehicles:



- 3M reflective decals provide high visibility even in low lighting
- Laptop capability provides access to our reporting system(Report Exec)
- First-aid kits and AED
- High visibility LED light bar
- Airhorn and PA system for parking enforcement (only on private property)

Emergency Preparedness Plan, e.g. Hurricane, Civil Unrest or Disorder

Post: All, Including Dispatch Center and Administrative Offices

Approved By: Alexander Perez, President, & CEO

Purpose:

The Emergency Preparedness Plan's purpose is to establish protective measures and preparations for FPI's Security Officers, post staff and visitors, and the facilities before, during, and after a hurricane, or any emergency needing emergency actions.

Definition:

Hurricane season is in effect from June 1 through November 1st. During this period of time, the following conditions of readiness will be implemented to ensure maximum preparedness.

ALERT CONDITIONS AND ACTIONS

Phase I:

FPI Administration and Operations will prepare staffing plans. Employees required to be on duty during the hurricane, will receive shelter accommodations if needed. Post Schedules will be adjusted accordingly to try and accommodate all personnel. Contract Coordinators will contact individual contracts and request which properties will require security coverage before, during and after any storms. Initial provisions will be made for food, water and shelter for on duty Dispatchers and Supervisors. Personnel Dept. employees will create a contact list of employees willing and able to work before, during and after a storm.

Site Supervisors, Road Patrol Supervisors, Operations and Administration Directors will be kept informed of the situation by the Dispatch Center.

Phase II:

A tropical storm or hurricane is fully developed and is predicted to impact the South Florida area within 72 hours.

FPI Contract Coordinators and Directors prepare staffing plans. Plans should include the creation of a team of employees that will be at the requested posts and the Dispatch Center before/during (Team A) and after (Team B). Team A should consist of enough

numbers that will allow one sub-team to work and one sub-team to rest. Team A members should expect to be at their assigned post for at least 48 hours.

Operations Directors are expected to participate in accordance with Hurricane team schedule.

When a Hurricane Watch has been called, hurricane conditions are possible within 36 hours. All departments should complete the procurement of their necessary supplies as well as resolve any problems that will interfere with the hurricane plan. The Operations Director will coordinate a meeting with all Department Directors and Staff to make the final preparations for hurricane/tropical storm. A list of important contact phone numbers will be available at the Dispatch Center

Phase III:

A Hurricane Warning is issued when hurricane conditions are within 24 hours.

Hurricane Post kits, see attachment in page for a list of items, will be distributed by Road Patrol Supervisors. FPI personnel should secure their Post and the Dispatch Center: request any needed supplies, check emergency equipment, print employee contact lists and print the Security Officer schedule every hour, and work together as a team to coordinate transfers and discharges.

At least one Director or his Designee will be at the Dispatch Center

EMPLOYEE RESPONSIBILITIES AND INFORMATION:

- RESPONSIBILITIES

Employees at the Dispatch Center or at their assigned Post will report in as usual, via the computerized employee attendance system. In the event that this system fails, Security Officers on post should call the Dispatch Center at 1-800-374-4316 or 305-827-4300 to report their clock in / clock out times and their hourly check in.

Employees who are unable to be at their assigned Post during the storm are to call the Dispatch Center as soon as the hurricane is deemed over by the Broward Emergency Management Center or Miami-Dade Emergency Operations Center, whichever is appropriate. With the call, the employee is to let the Dispatcher know if he/she is available for duty. If the telephone system is down, the employee should report to the Dispatch Center to determine if his/her services are needed. In the likelihood of the disruption of telephone services, employees are expected to listen to radio or television announcements by civil authorities (e.g., County Manager or Emergency Management representatives) advising of post hurricane emergency needs, cautions, and requests for assistance as well as clearance to report back to work.

If an employee is scheduled to work and arrived at their assigned post before the beginning hour of their shift, the employee must report to their respective Supervisor. When an employee has completed their shift, they are to report back to their Supervisor. If there are no further assignments, they should remain there until reassigned.

- **INFORMATION**

Employees who are required to work before, during and/or after a hurricane should be advised of the following:

1. Plan to arrive at their assigned Post before high winds pose a risk.
2. Dress in the Uniform of the Day for their assigned post. Security Officer's working over 12 hours, may wear a Security t-shirt as assigned by their Supervisor.
3. Employee's should bring all necessary toiletry and clean uniform items with them for 48 hours.
4. Employees should bring water and food with them. Supplies will be provided by FPI, but arrival of supplies will be dictated by wind speed and road conditions.
5. Employees, who are required to work, must report to their respective Supervisor.

- **COMMUNICATION**

Contract Coordinators and Supervisors will be responsible for communicating individual Post's needs to the Dispatch Center. The same communications protocols that are followed on a daily basis will also be followed during disaster.

PROVISION, STORAGE AND UTILIZATION OF KEY SERVICES DURING HURRICANE

ADDITIONAL SUPPLIES:

FPI will attempt to provide food and water to available posts. Employees should strive to be self-sufficient, and request any additional supplies before the storm arrives. Supply requests should be made with the Dispatch Center and relayed to the Road Supervisors, via telephone, through e-mail, or text message.

Dispatch Center Safety & Safety/Emergency Power

All interior locations are secure for hurricane preparedness.

- Grounds / Roof Areas: Once Hurricane Watch has been established, Operations Department will be responsible for policing all grounds and roof. Landscaping contractor will be called to trim trees. All dumpsters will be emptied by contractors.
- Generators: At Hurricane Watch, generators will be tested; the Dispatch Center is equipped with back-up emergency generated power. There is one generator that services the Dispatch Center and Administrative Offices. Alternate emergency power sources are available via contractor. Operations Department will assure that three (3) feet of sand bags protect generators for the Dispatch Center
- Gasoline: The Dispatch Center has gas tank capacity for generators of 500 gallons. This assures sufficient fuel for five (5) days. Operations will assure that all tanks are filled when a Hurricane Watch has been posted.

Hurricane Post Supply Kits

Typical Post Kit:

- 3 Flash Lights D-Size Batteries(Hand Held)
- Spare D-Batteries
- 4 Spare Bulbs
- 10 Rolls 2" masking tape
- 4 Rolls of duct tape
- Fluorescent light sticks
- 1 Box of 30 Gallon Contractor Trash Bags
- First Aid Kit

FPI SECURITY SERVICES

POLICY AND PROCEDURES

SUBJECT: Emergency Preparedness Plan, e.g. Hurricane, Civil Unrest or Disorder
(Security Personnel Responsibilities)

Post: All, Including Dispatch Center and Administrative Offices

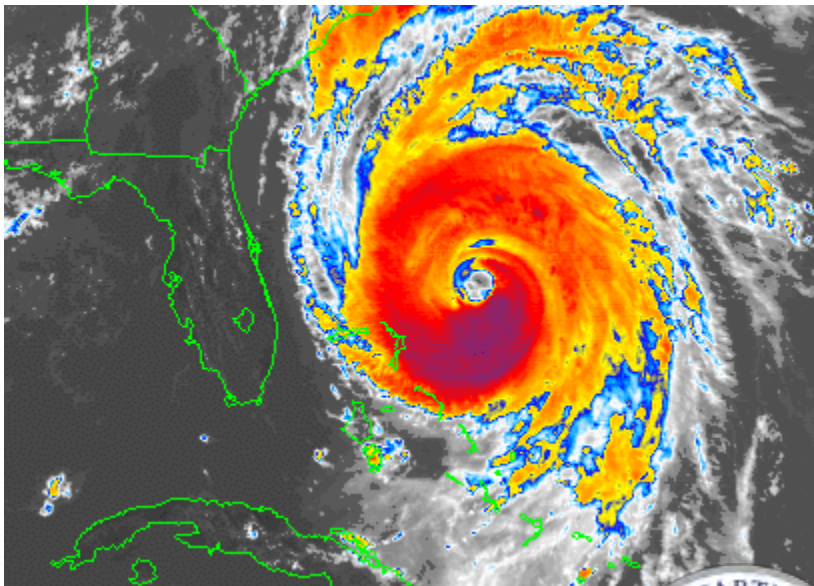
Approved By: Alexander Perez, President, & CEO

Purpose: To provide plans of action in the event of a weapons of mass destruction incident and or any localized incident.



In the event of weapons of mass destruction incident and or any localized incident occurring within the immediate area of the Dispatch Center or Contracted Property, Security personnel and Local Police Officers present will respond to a designated command post where the situation will be assessed. If any further assistance is needed from Police and Fire departments, that will be requested by the Police Officer(s) if a partial or full evacuation of any Contracted Property is needed, the Security department and the extra duty Police Officer will take direction from the Administration in charge/ Incident Commander.

In the event of a weapon of mass destruction incident or any other catastrophic incident, the Fire / Police Departments will instruct Security personnel as to their duties.



FEMA

Communication and Dispatch Center



FPI Security Services has a 24-hour dispatch center as well as a 24-monitoring station. This station is backed up by generators for continuity of services throughout a disaster.

- Currently located in Miami Dade
- Manned 24-hours a day 7 days a week
- Camera monitoring station
- Equipped with generators





Proactive Management Plan

- i. FPI Security Services firmly believes that training is an essential part of providing high levels of service. Our training programs, discussed herein, will touch on subjects covered in every security officer's pre-licensure training. Our training will ensure that officers not only meet the State of Florida's standards, but also ours. FPI and our management team have extensive experience in providing similar services to other municipalities.***
- ii. Customer service is an important factor in providing high levels of service. Customer service not only to the people utilizing City facilities, but also customer service to the County. Regular meetings with City personnel will ensure that FPI is meeting all the requirements at all times. Any issues that may arise throughout the contract will be corrected immediately. Our goal is to provide the City with services that exceed their expectations.***
- iii. Our officers will be training in the use of force laws. Crisis intervention will be a key lesson during this training. It is important our officers attempt verbal cues in an effort to deescalate any situation. In the event this is unable to be successful, appropriate use of force procedures will be shown.***
- iv. Our electronic reporting system has modules that allow us to run reports with information about incident report types, frequency, times, and locations. This kind of information will be shared with the City in an effort to better allocate City resources.***



Quality Assurance Plan

FPI Security has three core values that it uses in its business model that are essential to our success.

Family

Pride

Innovation

Family

At FPI, family is everything. We treat our employees and our clients like family. From the newest security officer to the top executive, everyone is considered family. Our employees work better when they are treated with respect and taken care of. We provide incentives for employees to serve you better. Gift cards, bonuses, and referral incentives are some of the programs we use to make employees feel appreciated. Happy employee=Happy client. We have a turnover rate significantly lower than other competitors. We feel this is because of our culture of family is everything.

Pride

We take pride in all that we do. This sounds cliché, but it's a value that was instilled in the company since its founding in 1981. Andres Perez, our founder, decided to create a security agency that stood above the rest. He saw a need that could be filled. FPI Security Services was founded to provide high levels of service at an affordable price. Our customers receive the highest standards of service without paying the premiums charged by national and global companies. Our ownership invests money in our equipment on a regular basis to ensure we look sharp. We take pride in having a prestigious fleet of vehicles equipped with the latest in technology. Our supervisors are tasked with inspecting our officers in the field to insure they meet are high standards of appearance.

Innovation

Our company is constantly investing in the newest technology in the security industry. We attend global conferences to keep up to date with the necessary upgrades. For example, we have body worn cameras, mobile dvrs with cameras on our vehicles, mobile trailers with cameras, GPS tracking of our officers, electronic time and attendance, electronic reporting systems, and much more!

Providing the best technology has to offer ensures that our clients are receiving the best services in the industry at all times.

Our quality control plan is built around those three values.

Are we treating our clients like family?

Are we providing services we are proud of?

Is our client receiving the best technology has to offer?

These are questions we ask ourselves when reviewing the services being provided to our clients. Our supervisory team is essential in providing feedback on a regular basis from different areas of the company. This is how we discover areas that need improvement.

Appearance

One of the areas we find important in our quality control plan is appearance. In security, appearance is the first impression any person gets when looking at a security officer. A security officer that is well groomed and well dressed with his/her uniform pressed, will earn respect from citizens without even opening their mouth. This is imperative in providing services that we are proud of. Our supervisors are tasked with checking each and every post throughout the day to ensure that our officers are meeting the high standards of appearance set by FPI.

Recurring Training

At FPI, we understand the importance of training. Training is important even after the officer has been working at a post for years. Recurring training ensures that the officer is up to date with recent information. Recurring training is a great way of correcting issues that have arisen from previous incidents.

Communication

Communication is another important feature of our quality control plan. Our project manager will maintain constant communication with County personnel to receive feedback of our services and personnel. If at any time any officer needs to be replaced, it will be done immediately. An FPI Supervisor will relieve the officer until a suitable replacement arrives. We take communication serious. That includes communication with our officers in the field. Our officers have valuable information from the field that only they can gather. Having regular discussions with them regarding the services and what can improve allows us to gather important information that can then be shared with the County.





FPI Security Services uses an electronic time and attendance system that allows us to monitor the officers in the field in real-time. This system is being monitored 24 hours per day by our dispatchers. They receive alerts when an employee does not clock in or out. This prompts our dispatcher to contact the officer to confirm status and availability.

This system provides our dispatchers all the necessary information to perform their duties. All employee contact information, schedules, and qualifications are listed in the software. In the event of an employee call out, our dispatchers can see exactly which qualified employees are available.

The software can also be utilized on a mobile device which is essential for our Road Supervisors.

We also utilize an FCC licensed vendor for our radio communication. Documentation is provided on the following page.



Rest of Page Intentionally Left Blank



Industrial Communications & Electronics®
350 N.W. 215 Street
North Miami, Florida 33169
305-423-3000 • Fax 305-423-3020

Date: 07/11/2019

Company: FPI Security Services, Inc.
1776 West 38th Place
Hialeah, Florida 33012

To whom it may concern:

Industrial Communications owns (11) eleven Specialized Mobile Radio Systems in South Florida. We are licensed by the Federal Communications Commission and all of our clients, including FPI Security Services, Inc., operate under our F.C.C. license. Industrial has over 100 channels or frequencies operating in South Florida. A copy of our license is attached to this letter. Our new Digital radio system provides, integrated data applications such as GPS-based location tracking, text messaging, voice recording, longer battery life for extended work shifts. Additional network capacity ensures dependable system connects and clearer audio. We also have our own back up system incase of a mayor hurricane or disaster.

If you have further questions, please feel free to call me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nilsa Albor", is written over a light blue horizontal line.

Nilsa Albor
Communications Consultant
305-219-4041
305-423-3007
nilsa.albor@induscom.com

REFERENCE COPY

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.



Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: INDUSTRIAL WIRELESS TECHNOLOGIES INC

INDUSTRIAL WIRELESS TECHNOLOGIES INC
40 LONE ST
MARSHFIELD, MA 02050

Call Sign KNNX439	File Number 0004682268
Radio Service YD - SMR, 896-901/935-940 MHz, Auctioned	

FCC Registration Number (FRN): 0004036042

Grant Date 06-08-2011	Effective Date 06-08-2011	Expiration Date 06-02-2021	Print Date 06-09-2011
Market Number MTA015	Channel Block P	Sub-Market Designator 0	
Market Name Miami-Fort Lauderdale			
1st Build-out Date 08-12-1999	2nd Build-out Date 12-31-2002	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

License renewal granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.



Technology

FPI Security has been serving the community since 1981. With over 30 years of experience, we understand the importance of keeping up with technology. In the last decade, the security industry has seen a substantial increase in technology. FPI Security has made technology a priority to better serve our clients. We participate in seminars across the country to ensure that we are providing the latest that technology has to offer in security. We take pride in having systems throughout our company that allow us to provide state-of-the-art services to our clients.

What technology do we provide our clients? We have an electronic reporting system used by over 300 police departments and security agencies across the world. We have an electronic time and attendance system that makes scheduling almost 300 employees a quick and simple process. This system alerts our 24-hour dispatch in the event an employee fails to show for work. Our vehicles are equipped with cameras and a mobile DVR that allows us to monitor our vehicles 24 hours a day.



FPI Security Services is always looking for ways to better serve our clients. We work closely with several technology companies in an effort to bring our clients the latest in security technology.





Our electronic workforce management system allows us to schedule and manage almost 300 employees from anywhere in the world. The system is designed specifically for the needs of a security agency.

When an officer is unable to report for duty, the system makes it easy to find a qualified replacement in a hurry. This allows us to provide continuity of service to our clients at all times. Our software maintains the employee's personnel file and alerts us to possible expirations of required licenses. This feature ensures that all officers in the field are in compliance with all applicable laws and regulations.

Danny, Gonzalez

eTime Xpress by Celayix
Industry Standard in Workforce Management

Modules | **Control Panel**

Employees
Customers
Visual Scheduler
Control Center
Time & Attendance
Billing

View: Shift | Filter Detail | Customer | Site | Employee

From: 08/01/2016 Mon To: 08/07/2016 Sun

Customer: * All Site: * All Employee: * All

Service: * All Shift Type: All Shifts

Scheduling Manager for FPI Security Services

FPI 1

Site	Site	Emp	Employee	Srv	Mon 1	Tue 2	Wed 3	Thu 4	Fri 5	Sat 6	Sun 7
4269 Monsignor Edward Pace											
1	PACE GATEHO...	11	Cordero, Canid	SG	05:30-15:00 CorderoC	05:30-15:00 CorderoC	05:30-15:00 CorderoC	05:30-15:00 CorderoC	05:30-15:00 CorderoC		
1	PACE GATEHO...	221	Aquino, Mirtha	SG	14:00-23:00 AquinoM	14:00-23:00 AquinoM	14:00-23:00 AquinoM	14:00-23:00 AquinoM	14:00-23:00 AquinoM		
1	PACE GATEHO...	819	Diaz, Dayana	SG						12:00-23:00 DiazD	
1	PACE GATEHO...	951	Garcia, Francisco	SG						06:00-12:00 GarciaF	
4269 Monsignor Edward Pace											
2	PACE PATROL	0	OPEN	SG				07:00-14:00 OPEN	07:00-14:00 OPEN		
2	PACE PATROL	1154	Marrero, Oscar	SG						06:00-12:00 MarreroO	
2	PACE PATROL	1158	Suarez, Manuel	SG						12:00-23:00 SuarezM	
2	PACE PATROL	1305	Amador, Jose	SG	14:00-23:00 AmadorJ	14:00-23:00 AmadorJ	14:00-23:00 AmadorJ	14:00-23:00 AmadorJ	14:00-23:00 AmadorJ		
4231 Ateco											
3	Ateco	65	Perez, Carlos	SG	22:00-06:00 PerezC	22:00-06:00 PerezC	22:00-06:00 PerezC	22:00-06:00 PerezC	22:00-06:00 PerezC		
3	Ateco	716	Aquino, Israel	SG	06:00-14:00 AquinoI	06:00-14:00 AquinoI	06:00-14:00 AquinoI	06:00-14:00 AquinoI	06:00-14:00 AquinoI		
3	Ateco	793	Valido, Alberto	SG	14:00-22:00 ValidoA	14:00-22:00 ValidoA	14:00-22:00 ValidoA	14:00-22:00 ValidoA	14:00-22:00 ValidoA		
3	Ateco	959	Bispo, Nildo	SG						18:00-06:00 BispoN	18:00-06:00 BispoN
3	Ateco	1585	Ramos, Luis	SG						06:00-18:00 RamosL	06:00-18:00 RamosL

Dominguez, Oreste

General | Co

General

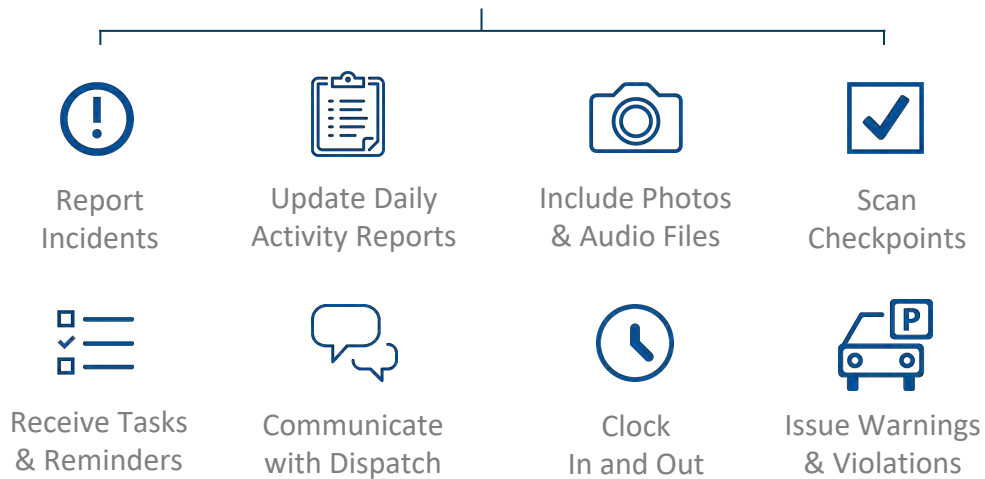
Compa
Brans
Emplo
First Na
Last Na
Short Na
Stat

Name ID Status

Di Porto, Joshua	1537	A
Diaz, Antuan	1370	A
Diaz, Carlos	797	A
Diaz, Dayana	819	A
Diaz, Juan Jose	1051	A
Diaz, Luis	1291	A
Diaz, Ramon	1152	A
Dieujeste, Anson	1566	A
Dominguez, Eduardo	1224	A
Dominguez, Oreste	1413	A
Donate, Amy	1278	A

Feature Overview

While using any Android or Apple device,
Officers in the field can:



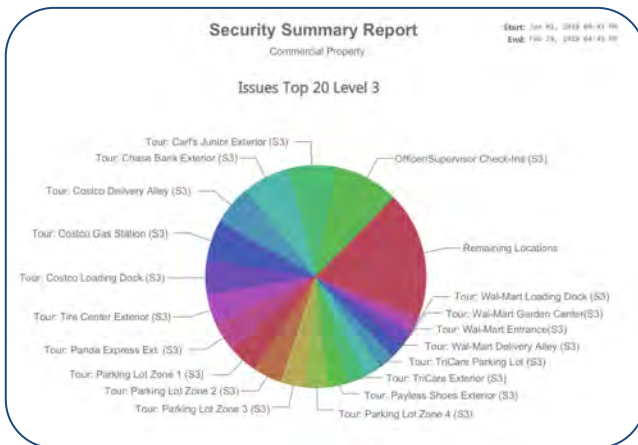
All of this information is GPS tracked and
available in real time in the Issue Monitor



How We Report

We use smartphones and tablets with quick and simple drop down reporting menus to streamline the reporting, maximize on site visibility, and reduce your risk and liability.

Instead of traditional hand written DARs our officers are provided varied reporting options that enable them to report easily throughout their shift.



Customized For You

Our daily and monthly reports can be *completely* customized and worded for your industry and specific property.

All issues are prioritized based on the scope of service at each property and according to your needs.

Real-Time Incident Notifications

At your choosing any issues or incidents reported can trigger a notification to the necessary parties (i.e. managers, maintenance supervisors or teams, and issue specific vendors).



Guard Tour Checkpoints

When a checkpoint is scanned 4 things happen

- 1) Instructions are shown to the officer specific to that location
- 2) A pre-written note in risk and liability terms is entered into all reports including the Daily Activity Report (DAR).
- 3) A GPS pinpoint is taken to track the officers location at the time of the scan
- 4) The officer is required to include a photo with the checkpoint to verify their location (*optional*)



Your Live Dashboard

City of Fort Lauderdale

12435-315

First off, the issue monitor is the hub of all the activity reported through our software. Everything that is reported including incidents, checkpoints, tasks, and dispatched issues will all be tracked right here in the issue monitor.



Video Monitoring



Video surveillance monitoring is a service that provides real-time monitoring of your surveillance system. This brings added value to your current surveillance system. People install great surveillance systems and fail to realize that if nobody is monitoring the system, the system only works post-incident as a tool to see what occurred. The difference when you have a video monitoring solution like, FPI Security Services, is that a trained professional is watching your system in real-time and making decisions based on what is being monitored. What does this mean for our clients? It means that our monitoring station has the ability to contact the appropriate response to an occurring incident, in real-time. If there is a safety threat, then law enforcement can be contacted immediately to eliminate the threat as soon as possible.

Our video monitoring center is equipped with advanced technology designed to monitor your surveillance system efficiently. We use specifically designed software that has advanced analytic capabilities to detect, identify, and notify of a possible event in real-time. This maximizes the value of your surveillance system. It's like having a security officer watching your entire property at once!

Video Analytics

Video content analysis (also video content analytics, VCA) is the capability of automatically analyzing video to detect and determine temporal and spatial events.

This is where you get the real value in your surveillance system. Video analytics provide real-time analysis of the camera feed to determine what is occurring and whether or not there is a need to act. Most people are familiar with the simplest form of video analytics, motion recording. Motion recording is simply an analytic function inside the software that tells the camera to record when there is motion. This feature allows you to save storage space by not recording camera feeds that have no activity.



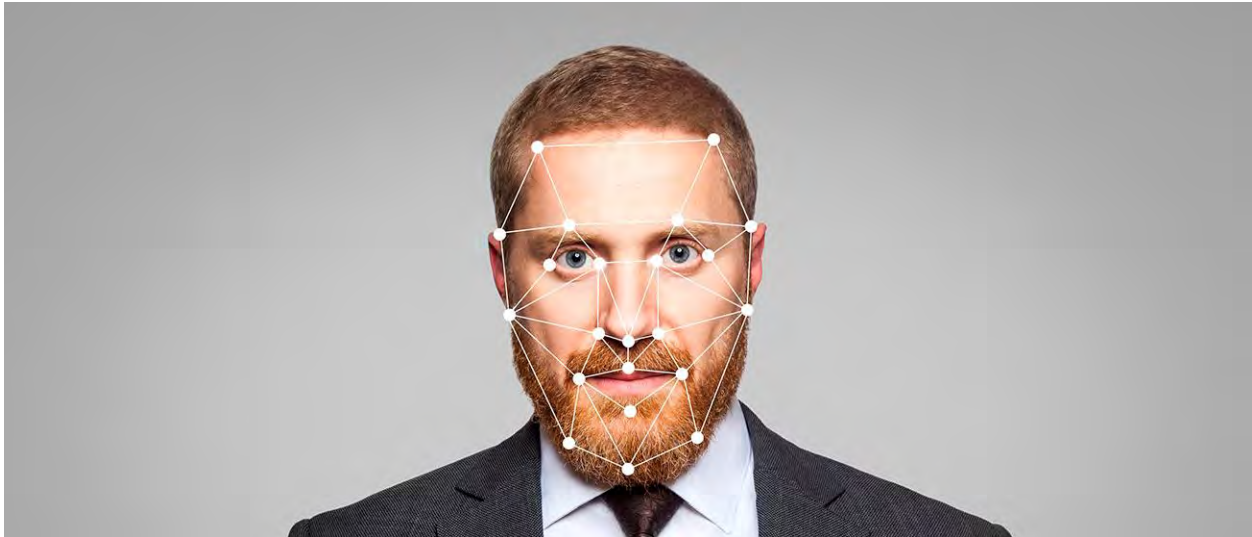
Today's surveillance technology has evolved tremendously along with video analytics. There are now complex algorithms that can detect and identify countless events in real-time. Our monitoring software provides the operator the ability to be everywhere at the same time.



The analytics can determine the difference between vehicles, people, or other objects. Depending on the programming, these identifications can trigger alarms at the central station. The operator can then view the camera in real-time and determine if action is necessary. This turns your surveillance system into a proactive tool as opposed to a reactive tool post-incident. Our software even has the ability to utilize facial recognition and license plate recognition technology.

Facial Recognition

A facial recognition system is a technology capable of identifying or verifying a person from a digital image or a video frame from a video source. There are multiples methods in which facial recognition systems work. In general, they work by comparing selected facial features from a given image within a database.



We can upload pictures into our database for our facial recognition system to identify people in real-time as they enter into a camera's view. The information comes up on the screen along with any warnings programmed into the system. This works great to identify unauthorized people in real-time. This feature allows us to contact onsite security personnel or law enforcement to deal with the possible breach or threat.



License Plate Recognition

License Plate Recognition, or LPR, is a technology that uses optical character recognition on images to read vehicle registration plates to create vehicle location data.

Just like the facial recognition technology, LPR is a great tool for identifying vehicles that should or should not be on the property. This kind of technology is deployed by law enforcement agencies throughout the world to identify vehicles that are either wanted or in non-compliance with registration laws. This information can be used to alert onsite security or law enforcement of a possible suspicious vehicle.





SECURITY
WITH
PRECISION

Training & Recruitment Policy & Plan



Personnel

FPI Security Services understands the importance of maintaining strict hiring standards. We take pride in having one of the strictest hiring standards in the industry. High standards is our way of mitigating poor service to our clients. All our employees are screened at the State and Federal level for criminal history. Every employee must submit to a 7-panel drug screening pre-employment and randomly throughout their employment, per our Drug Free Workplace Policy. We also perform a State of Florida license verification pre-employment to confirm license status. All records will be made available to The City.



FPI Security Services understands the qualifications required for the personnel assigned to The City. The required qualifications are minimum standards that our company already requests from our employees. Our hiring standards meet or exceed all the required qualifications. Our employees are screened for criminal history and drugs pre-employment. They must also pass a written communication screening that requires the employee to write several reports prompted by various scenarios. This will ensure that employees can communicate the required information via an incident report.

We maintain a pool of candidates by using multiple recruiting sources. We place ads in all the leading job recruiting sites such as Monster, CareerBuilder, Indeed, and many more! Applicants can easily apply via our website. This allows us to receive a high volume of candidates which is necessary to screen and find the perfect candidate.





Training Program



Personnel Training

FPI has developed several training programs that enable the company to begin client contracts with personnel that are knowledgeable and up to date with all State and Federal Laws, community posts orders and specific site training procedures.

FPI values the importance of your business and recognizes the reward of continuing education. Our principals are "An Educated Associate=Good Performance=Long Term Relationship". The following is a training program to be implemented at your site prior to and during our term as your security provider.

Initial Training

This training will take place at our State Certified Training Facility and will encompass most of the material included in this section. The officer will receive computer training and will be tested on their ability to handle stressful situations and handle public relations situations as needed.

Training Program

The overall training of each officer includes a new hire training class, on-site training and post retraining every three to four months. The following is an outline of the programs.

Basic Training (New Hire Training)

Each contract employee including supervisors, are required to pass a written test on all subjects in class in accordance with this contract. Each employee, should he/she fail the written test on the initial attempt, will be given one additional opportunity to retake the written examination within a single ninety-day period. Each officer will receive numerous hours of initial instruction that will include the following:



I. Roles and Functions of Security Personnel (2 HOURS)
<ul style="list-style-type: none"> • Protection of Person and Property • Role of Security Personnel • Public Relations • Human/Interpersonal Relations
II. Report Writing (2 HOURS)
<ul style="list-style-type: none"> • Report Elements 6 interrogatives (Who, What, When, Where, How, Why) • Requirement for legibility and literacy (clear, neat, complete, brief, accurate, prompt) • Significance and Use of Reports • Observation Techniques • Field Note-Taking Pre-Requisite to Good reporting • Procedure (outline, draft & final product) • Importance of Proofreading • Sample Report Common to the Security Industry • Grammar Guidance • Punctuation and Capitalization
III. Ethics and Professional Conduct (1 HOUR)
<ul style="list-style-type: none"> • Describe what professional conduct is for a security officer • Code of conduct or code of ethics (defined) • Uniform and personal Grooming • Effective Assertiveness • Discipline • Readiness: Shift work and sleep adjustment • Alertness • Honesty • Developing rapport with management, employees and guests
IV. Legal Issues / Civil Liability (2 HOURS)
<ul style="list-style-type: none"> • Felonies - misdemeanors (types, punishment & identification) • Arrest - Detention • Search - Seizure • Use of Force • Interviews • Testify - Courts, Depositions, State Attorney Hearings • Florida Criminal Laws relative to common crimes, such as theft, assault, battery, • robbery and burglary • Limitations of Arrest Authority (citizen arrest and retail theft) • Legal use of Force and Chapter 776, Florida Statutes • Response to Crimes in Progress • Guidelines for when client requests a search



V. Patrol Techniques: Foot/Vehicle Patrol (2 HOURS)	
	<ul style="list-style-type: none"> • <i>Radio Communications</i> • <i>Gate House, Sign-in, Entry Systems</i> • <i>Clocks & Key Rounds</i> • <i>Alarm Response</i> • <i>Control Room - Console Monitoring & Response</i> • <i>Traffic Control</i> • <i>Vehicle and Suspect Approach</i> • <i>Night Vision, Shadowing and Light Adjustment</i> • <i>Define Patrolling</i> • <i>Purpose for Patrol</i> • <i>Types of Patrol</i> • <i>Identify Required Equipment for a Security Officer</i> • <i>Mobile Patrol and Vehicle Safety (Defensive Driving Techniques)</i> • <i>Preventative Patrols and Fire Watches</i> • <i>Fixed Post Duties and Vehicle Control</i>
VI. Emergency Procedures (2 HOURS)	
	<ul style="list-style-type: none"> • <i>Weapons of Mass Destruction</i> • <i>Fire and Bomb threats and evacuation - Law Enforcement Response</i> • <i>Weather Alerts (Hurricane, Flood, Tornadoes)</i> • <i>Nuclear Power Plant Alerts</i> • <i>Special Response: Gangs, Mentally @, Juveniles , Alcohol & Drug Abuse</i> • <i>Riot Preparation</i> • <i>Natural Disaster Preparation and Responses</i> • <i>Major Electrical Failure</i>
VII. Basic Emergency First Aid (3 HOURS)	
	<ul style="list-style-type: none"> • <i>Provide the student with the basics of first aid techniques so that they will be able to service a victims needs until professional assistance arrives.</i> • <i>Basic first aid instructions on various injuries, wounds and shock: emergency response requirements</i> • <i>Provide information about the Florida Good Samaritan Act</i> • <i>Orientation to blood borne pathogens</i> • <i>CPR/ AED</i>
VIII. Use Of Communications Equipment (2 HOURS)	
	<ul style="list-style-type: none"> • <i>Telephone</i> • <i>Two-Way Radio Use and Procedures</i> • <i>Cellular Communications</i> • <i>Routine and Emergency Procedures</i> • <i>Telephone Etiquette</i>



On Site Training

Facility Training (40 HOURS)

In addition to the above training each employee, whether an officer or supervisor will be trained in the areas below. Each employee must be familiar with all requirements of a specific facility before being assigned to it. Designated employees of client may ask FPI employees questions about these areas. FPI will provide this training at the facility in coordination with the client, prior to the employee performing their duty.

- I. General information and special orders for the facilities to be protected under this contract (8 Hours).
- II. Operational procedures for systems on the protected premises (8 hours).
- III. Additional support and supervision (24 hours)

Post Re-Training (4 HOURS)

Re-training of officers is provided on an “as needed” basis, usually every three to four months.

- I. Similar to the foregoing with emphasis on new or special circumstances that might have arisen (2 hours).
- II. Obtain feedback from officers as to their perception of the post (2 hours).



Employee Incentive and Retention Plan

We understand the importance of employee retention and incentives. Employees work harder when they feel their hard work is recognized. We have several programs designed to engage our workforce and incentivize them. Today, technology and social media are excellent tools for engaging your workforce. We use email blasts and social media posts to provide notice and recognition.

Employee incentive programs are a great way of keeping high quality talent. For this reason, the following programs have been established with much success:

Employee Referral Program

We implemented an Employee Referral Program that pays out \$250 for any referral that is employed with us for a period of 90 days. Employee referrals tend to have a much higher retention rate than other forms of recruitment.

Meritorious Service Awards

The job of a security officer can sometimes become repetitive and complacency can set in. To help mitigate this, we established a Meritorious Service Award. This award is given to employees that performed their duties in an exemplary way during a crisis or incident. For example, if an officer performs first aid or performs life saving actions, we feel that officer should be recognized. We have many awards given to officers who feel they were "just doing their job." They are provided with a certificate and a gift card to a variety of different options. Their pictures are shared via email blast to the entire company and posted on our social media. We have found the officers that receive this award also tend to have high retention rates.

Officers of the Month

Every month we select one to three employees that deserve recognition. The employees are provided a certificate and gift card to a variety of options. These employees are recognized for their hard work and reliability. We have many employees that never miss work, never late, and always willing to help the company. These are the employees that receive this recognition. We have found that many employees strive to receive this recognition. This helps with employee retention and general cooperation with company policies and procedures.

Employee Discounts

FPI Security Services has a sister company, Florida Gun Center. This company provides a shooting range and law enforcement equipment to many agencies. They have an indoor shooting range which we utilize for firearm qualification and requalification. This is provided to our employees at no cost. Our employees also receive discounts on firearms, equipment, footwear, protective gear, and much more. This gives our employees an opportunity to purchase high quality gear at an affordable price. We want to make sure that our officers have a professional appearance.

The FPI Difference



City Commission Meeting
February 11, 2020

A-1 CORAL GABLES



CAM 21-0378

Exhibit 12



SECURITY
WITH
PRECISION

References

Current Client References

City of Pembroke Pines – Since 2017-Present

We currently provide Citywide security services for the City of Pembroke Pines. Our duties include armed and unarmed security at water treatment facilities, schools, public works, and housing.

Captain Javier Diaz – 954-431-2200 – Jdiaz@ppines.com - \$300,000 Annually



City of North Miami – Since 2018 – Present

We currently provide Citywide security services for the City of North Miami. Our services include public works, City Hall, and libraries. We also provide additional staff for City events.

Major James Mesidor-305-891-0294-Jmesidor@northmiamipolice.com \$300,000 Annually



City of Coral Gables – Since 2015 – Present

We currently provide Unarmed security services throughout the City of Coral Gables. Our services include security at City Hall, public works, municipal parking garages, and other administrative locations.

Major Cordell Atherly – 305-442-1600 – Catherley@coralgables.com \$850,000 Annually





SECURITY
WITH
PRECISION

Required Forms

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

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

Company: (Legal Registration) FPI Security Services, Inc. EIN (Optional): 37-1499692

Address: 1771 N Flamingo Road

City: Pembroke Pines State: FL Zip: 33028

Telephone No.: 954-370-5300 FAX No.: 305-826-7741 Email: Dgonzalez@fpisecurity.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 7

Total Bid Discount (section 1.05 of General Conditions): 0

Check box if your firm qualifies for MBE / SBE / WBE (section 1.09 of General Conditions): ☐

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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<u>1</u>	<u>10/9/2020</u>	<u></u>	<u></u>	<u></u>	<u></u>
<u>2</u>	<u>10/27/2020</u>	<u></u>	<u></u>	<u></u>	<u></u>

VARIANCES: 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. **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:

Daniel Gonzalez

Name (printed)



Signature

10/27/2020

Date

Vice President

Title

Revised 4/28/2020

SECTION VI - COST PROPOSAL PAGE

Proposer Name: FPI Security Services, Inc.

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 shall quote firm, fixed, costs for all services/products identified 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.

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

Level A - Base Level	\$ <u>15.99</u> per hour X 1 hour = \$ <u>15.99</u>
Level B- Mid Level	\$ <u>15.99</u> per hour X 1 hour = \$ <u>15.99</u>
Level C – High Level	\$ <u>19.99</u> per hour X 1 hour = \$ <u>19.99</u>

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

Vehicle(Golf Cart) \$ 0.35 per hour

Fiveash Regional Water

Treatment Compound Hours: 24/day X 365 days = 8,760 hours per year

Total Cost per year: Level C Roving/hr. \$ 19.99 & Veh/hr \$ 0.35 X 8,760 = \$ 178,178.40

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

Level A - Base Level	\$ <u>15.99</u> per hour X 1 hour = \$ <u>15.99</u>
Level B- Mid Level	\$ <u>15.99</u> per hour X 1 hour = \$ <u>15.99</u>
Level C – High Level	\$ <u>19.99</u> per hour X 1 hour = \$ <u>19.99</u>

Department of Sustainable Development: 4160 hours per year (2 guards)

Total Cost per year: Level B Non-Roving/hr. \$ 15.99 X 4160 = \$ 66,518.40

City Hall: 2080 hours per year (1 guard)

Total Cost per year: Level C Non-Roving/hr. \$ 19.99 X 2080 = \$ 41,579.20

GRAND TOTAL (3 Locations) \$ 286,276.00 /ANUALLY

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

Level A - Base Level	\$ <u>19.99</u> per hour X 1 hour = \$ <u>19.99</u>
Level B- Mid Level	\$ <u>19.99</u> per hour X 1 hour = \$ <u>19.99</u>
Level C – High Level	\$ <u>24.99</u> per hour X 1 hour = \$ <u>24.99</u>

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

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

Submitted by:

Daniel Gonzalez

Name (printed)

10/27/2020

Date


 Signature

Vice President

Title

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

N/A

RELATIONSHIPS

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.

Authorized Signature

Daniel Gonzalez
Name (Printed)

Vice President
Title

10/27/2020
Date


**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. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.


Authorized Signature

Daniel Gonzalez, Vice President
Print Name and Title

10/27/2020

Date

LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

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

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

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

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

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

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

- (1)
Business Name
- (2)
Business Name
- (3)
Business Name
- (4)
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 **and** 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.

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 **or** 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.

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.

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.

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale

- (5) Business Name 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) FPI Security Services 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.

BIDDER'S COMPANY: FPI Security Services, Inc.

AUTHORIZED Daniel Gonzalez Vice President
COMPANY
PERSON:

SIGNATURE: PRINTED NAME TITLE
DATE: 10/27/2020

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

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

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept 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.

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

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☒ Visa

FPI Security Services, Inc

Company Name

Daniel Gonzalez

Name (Printed)

10/27/2020

Date

Signature

Vice President

Title

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: 12435-315

Project Description: Security Guard Services //

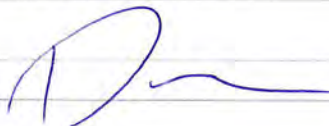
Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

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

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

Contractor/Proposer/ Bidder Company Name: Daniel Gonzalez

Authorized Company Person's Signature:



Authorized Company Person's Title: Vice President

Date: 10/27/2020

9/15/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER COMPREHENSIVE INSURANCE UNDERWRITERS 990 NE 92 STREET MIAMI SHORES, FL 33138-2911	CONTACT NAME MARK S HOERBER FL LIC # A120671 PHONE (A/C, No, Ext): (305) 759-0005 FAX (A/C, No): E-MAIL ADDRESS: COVERAGE4U@GMAIL.COM <table style="width: 100%;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: EVEREST INDEMNITY INSURANCE CO</td> <td>10851</td> </tr> <tr> <td>INSURER B: EVEREST INDEMNITY INSURANCE CO</td> <td>10851</td> </tr> <tr> <td>INSURER C: EVEREST INDEMNITY INSURANCE CO</td> <td>10851</td> </tr> <tr> <td>INSURER D: EVEREST NATIONAL INSURANCE CO</td> <td>10120</td> </tr> <tr> <td>INSURER E: EVEREST NATIONAL INSURANCE CO</td> <td>10120</td> </tr> <tr> <td colspan="2">INSURER F: - X - X - X - X - X - X - X - X - X - X -</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: EVEREST INDEMNITY INSURANCE CO	10851	INSURER B: EVEREST INDEMNITY INSURANCE CO	10851	INSURER C: EVEREST INDEMNITY INSURANCE CO	10851	INSURER D: EVEREST NATIONAL INSURANCE CO	10120	INSURER E: EVEREST NATIONAL INSURANCE CO	10120	INSURER F: - X - X - X - X - X - X - X - X - X - X -	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C: EVEREST INDEMNITY INSURANCE CO	10851														
INSURER D: EVEREST NATIONAL INSURANCE CO	10120														
INSURER E: EVEREST NATIONAL INSURANCE CO	10120														
INSURER F: - X - X - X - X - X - X - X - X - X - X -															
INSURED FPI SECURITY SERVICES INC 1771 N FLAMINGO ROAD 1771 N FLAMINGO ROAD, FL 33028															

COVERAGES **CERTIFICATE NUMBER:** 100471 **REVISION NUMBER:** Page 1 of 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CGL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	*	*	51GL007120-201	2/1/2020	2/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ERROR'S & OMISSIONS \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	*	*	51CA000544-201	2/1/2020	2/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	*	*	51CC002777-201	2/1/2020	2/1/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	5300002413-201	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	CRIME - 3D BOND			1CR000102-201	2/1/2020	2/1/2020	3RD PARTY LOSS \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PRIVATE SECURITY AGENCY & GUARD SERVICES ANY & ALL LOCATIONS WITHIN POLICY' TERRITORIAL LIMIT
 * WRITTEN SECURITY SERVICES AGREEMENT BETWEEN NAMED INSURED (NI) & CERTIFICATE HOLDER (CH) REQUIRING NI'S COMMERCIAL GENERAL LIABILITY (CGL) TO RECOGNIZE CH AS ADDITIONAL INSURED IS AUTOMATICALLY AGREED UPON UNDER TERMS OF NI'S CGL POLICY. LIABILITY PERTAINING TO MOBILE EQUIPMENT OPERATION E.G. GOLF CARTS, SEGWAY, CHERRY PICKER (EYE IN SKY) & SUCH ARE INCLUDED UNDER THE CGL POLICY TERMS.

CERTIFICATE HOLDER

CANCELLATION

FORT LAUDERDALE, CITY OF CITY'S PUBLIC WORKS DEPARTMENT PROCUREMENT SERVICES ROOM 619 CITY HALL, 100 NORTH ANDREWS AVE FORT LAUDERDALE, FL 33301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

FPI Security Services

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1771 N. Flamingo Road

6 City, state, and ZIP code

Pembroke Pines, FL 33028

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

3	7	-	1	4	9	9	6	9	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person ▶



Date ▶ 10/27/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

State of Florida

Department of State

I certify from the records of this office that FPI SECURITY SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on November 5, 2004, effective November 4, 2004.

The document number of this corporation is P04000151888.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 20, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixth day of July, 2020*



Ronald R. De
Secretary of State

Tracking Number: 4899424702CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions 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 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, 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, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), 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 (2019), 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 (2019), as may be amended or revised.

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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.

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

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

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

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the 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-to-award>

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?nodeid=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.

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4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with 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:

- Bidder's 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.

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: 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. 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 the City's best interest as determined by the City, to cancel any 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 the City Auditor's 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. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its 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.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

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- 5.15 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 Contractor 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 Contractor from 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.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against 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 their 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 any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 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.
- 5.19 GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), 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 the 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 the 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 the 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**

N/A

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.

Daniel Gonzalez
Authorized Signature

Vice President
Title

Daniel Gonzalez
Name (Printed)

10/28/2020
Date

**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. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Daniel Gonzalez
Authorized Signature

Daniel Gonzalez Vice President
Print Name and Title

10/28/2020
Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

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

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept 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.

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

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☒ Visa

FPI Security Services

Company Name

Daniel Gonzalez

Name (Printed)

10/28/2020

Date

Daniel Gonzalez

Signature

Vice President

Title

LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

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

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

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

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

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

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

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

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

- | | | |
|-----|---|---|
| (1) | 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) | FPI Security Services
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. |

BIDDER'S COMPANY: **FPI Security Services**

AUTHORIZED PERSON:	COMPANY	Daniel Gonzalez	Vice President
		PRINTED NAME	TITLE
SIGNATURE:	Daniel Gonzalez	DATE:	10/28/2020

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: **12435-315**

Project Description: **Security Guard Services**

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

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

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

Contractor/Proposer/ Bidder Company Name: **FPI Security Services**

Authorized Company Person's Signature: **Daniel Gonzalez**

Authorized Company Person's Title: **Vice President**

Date: **10/28/2020**

9/15/2020

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

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

Company: (Legal Registration) **FPI Security Services, Inc** EIN (Optional): **37-1499692**

Address: **1771 N Flamingo Rd**

City: **Pembroke Pines** State: **FL** Zip: **33028**

Telephone No.: **9543705300** FAX No.: **305-826-7741** Email: **dgonzalez@fpisecurity.com**

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): **7**

Total Bid Discount (**section 1.05 of General Conditions**): **0**

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☐

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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
1	10/9/2020				
2	10/27/2020				

VARIANCES: 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. **You must also click the "Take Exception" button.**

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Daniel Gonzalez
Name (printed)

10/28/2020
Date

Daniel Gonzalez
Signature

Vice President
Title

Revised 4/28/2020