



SECURITY GUARD SERVICES

RFP 2023-005

**Kentrea White
Purchasing and Inventory Supervisor
kwhite@laudershill-fl.gov**

Visit us on the web at

www.laudershill-fl.gov

Advertise Dates: October 15, 2022 and October 22, 2022

Opens: November 14, 2022

Date Issued: October 17, 2022

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the CITY OF LAUDERHILL is seeking sealed proposals for the following work as specified:

SECURITY GUARD SERVICES RFP #2023-005

CITY OF LAUDERHILL, FLORIDA

The City of Lauderhill will be accepting sealed proposals up to 9:45 A.M. EST, on November 14, 2022, in the City Clerk's Office, 5581 West Oakland Boulevard, Suite 421, Lauderhill, Florida 33313 and will be opened at 10:00 A.M. in Room 135. **Proposals received after 9:45 A.M. will not be considered and will be returned unopened.**

Proposals will be ranked on a combined qualification and pricing for proposal **RFP #2023-005 Security Guard Service. A Contract(s) will be awarded to the highest ranked Proposer as described in the Instruction to Proposers.** The Contract is non-exclusive agreement for a two (2) year term with two (2) one year extensions based on the sole discretion of the City.

An unbound original and one (1) electronic copy in PDF format of the proposal must be received in sealed envelopes bearing the words: "**SECURITY GUARD SERVICES RFP #2023-005**" and should be hand-delivered or mailed to the City Clerk, City of Lauderhill, 5581 Oakland Park Boulevard, Suite 421, Lauderhill, Florida 33313 before the due date and time. **E-mailed and faxed proposals will not be accepted.**

All proposers must register online with the City of Lauderhill. The direct link is: www.colvendor.com.

The RFP Documents may be examined and obtained on and after **October 17, 2022** from the City's website and IonWave <https://lauderhill.ionwave.net/>.

Vendors who obtain solicitation documents from sources other than the Finance Department and/or Demand Star are cautioned that the solicitation package may be incomplete. Furthermore, all addendums will be posted and disseminated by the Finance/Purchasing Department.

Proposers agrees to extend identical pricing and goods under the same terms and conditions to other governmental entities. A contracting agency wishing to utilize like services will execute its own contract with the successful Proposer(s) for its requirements.

Responsible questions regarding this RFP offering may be sent via email to purchasing at purchasing@laudershill-fl.gov. The last date to submit questions will be 10 days before the due date. Questions after this date will not be answered.

The City Commission of the City of Lauderhill reserves the right to reject any and all proposals, to waive any and all informalities or irregularities and to accept or reject all or any part of any proposal as they may deem to be in the interest of the citizens of the City of Lauderhill. **The winning proposer is required to enter into a contract with the City of Lauderhill.**

CITY OF LAUDERHILL, FLORIDA



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Advertise Dates: October 15, 2022 and October 22, 2022

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Exhibit 1	VERIFICATION FORM

STATEMENT OF NON- PARTICIPATION

**Proposal NO.: RFP 2023-005
SECURITY GUARD SERVICES**

Note: If you do not intend to submit a bid /proposal on this item/service, complete this form and mail to:

Purchasing Division
City of Lauderhill
5581 W. Oakland Park Blvd. Suite 230
Lauderhill, FL. 33313

Please indicate the Proposal number and title of the Proposal on the outside of the envelope.

We/I do not wish to participate in this proposal for the following reason:

- Specifications proprietary
- Cannot supply at this time
- We do not carry this item
- We do not provide this service
- Unable to meet specifications
- Unable to meet Bond requirements
- Other

Please keep us on your bid list for future projects ____yes ____no

Signature: _____

Name of Company: _____

Address: _____

SPECIAL INSTRUCTIONS TO PROPOSERS

SECTION I- DEFINITIONS

Whenever the following terms appear in the Proposal, the intent and meaning shall be interpreted as follows:

- 1.1 City:** The City of Lauderhill, Florida.
- 1.2 Contract:** The written agreement for performance of the Scope of Work entered into between the City and the successful Proposer.
- 1.3 Contract Administrator:** The Purchasing and Contracts Manager, or some other employee expressly designated as Contract Administrator in writing by the City Manager, who is the representative of the CITY concerning the Contract Documents.
- 1.4 Evaluation/Selection committee:** City staff and/ or outside consultants assigned to evaluate the submitted proposals.
- 1.5 Proposer:** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this Agreement, Proposer shall mean the same thing as the Bidder.
- 1.6 Proposal:** shall refer to any term used interchangeably with Bid while retaining the same meaning.
- 1.7 Purchasing Office:** The Purchasing Division-Department of Finance and Information Technology of the City of Lauderhill.
- 1.8 "Provider", "Bidder", "Contractor", or "Successful Proposer" or "Consultant":** The Proposer receiving an award as a result of this Request for Proposal. Said terms may be used interchangeably while retaining the same meaning.
- 1.9 Qualifications/Proposal, Proposals,** shall refer to any Offer(s) submitted in response to this Request for Proposal.
- 1.10 Request for Proposal, RFP", or Proposal:** This Request for Proposal including all Exhibits and Attachments as approved by

the City, and addendums or change orders issued by the Purchasing Division.

- 1.11 Request For Proposal, or Proposal:** Terms used interchangeably in this Request for Proposal while retaining the same meaning.
- 1.12 Subcontractor/ Sub consultant:** Any person, firm, entity, or organization, other than the employees of the successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.
- 1.13 Work, Services, Program, Project, or Engagement:** All matters that will be required to be done by the successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this RFP.
- 1.14 Piggybacking:** An agreement which establishes the ability of the City to piggy-back the contract of another governmental entity with a specific vendor. The Piggy-back agreement ensures that standard contractual requirements of the City are incorporated as a part of the contractual relationship with the vendor in addition to any requirements already incorporated in the agreement with the other governmental entity.
- 1.15 Local Vendor Bids:** The City of Lauderhill Code has determined that this bid shall be reserved for participation by local City of Lauderhill vendors only. No vendor shall receive more than three set-aside bid award contracts in a fiscal year. Any local City of Lauderhill vendor that has received at least one local vendor bid award contract in each of three (3) consecutive fiscal years shall not be eligible to participate in local vendor bids for the following fiscal year. If the bid prices received from local vendors are not economically comparable to normal market pricing, the procurement shall be canceled.

SECTION 2 – SCOPE OF SERVICES

PURPOSE:

General Information / Intent

It is the intent of this section to establish several levels of Security Officer experience, training and abilities and to define the City's current needs for security officer services at various facilities and events. While the City currently plans to use level A, as described below, the City reserves the right to change the level of the officers, hours of coverage, established routes, and all other criteria or polices included in the RFP attachments, etc. The City wants to have a multi-year contract with a qualified Contractor that has the flexibility to adjust to the City's then current needs.

While this RFP is intended to result in a contract for a specific purpose for the Lauderhill Performance Arts Center, it is also intended to result in a contract which will be available for other departments or uses as they may occur.

3.2 Security Officer Experience and Qualifications

LEVEL A - BASE LEVEL

Experience, Training and Communication

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

- a. Shall be a U.S. citizen or have a valid resident alien status.
- b. Shall have successfully completed a Basic Security Guard Training and hold an unarmed security license valid in the state of Florida.
- c. Be fully literate in the English language (i.e., be able to read, write, speak understand and be understood.) Oral command of the English language must be sufficient to permit full communication, particularly in times of stress, and reading

comprehension must be such that a guest list can be read, understood and managed.

- e. One year of experience in a responsible security position.
- f. High school diploma or equivalent.
- g. Successfully completed contractor training in the following: technique and patrol, first aid including CPR, public relations, safety, proper use of telephones and radio, proper use of written report forms, sight hours on site training by supervisor of the contractor verified and documented by the City.
- h. Shall not be considered for this contract if they currently or in the past have been involved in: (a) any felony or sex conviction, (b) military conduct resulting in dishonorable or undesirable discharge, (c) any pattern of irresponsible behavior, including but not limited to unreasonable driving, or a problem employment record.

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

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

LEVEL B - MID LEVEL

Meet all the requirements of Level A and have a minimum of two (2) years satisfactory experience as a full time military or civilian law enforcement officer. Service as a part time police officer, reserve officer, or part time security officer does not meet this criteria.

LEVEL C - HIGH LEVEL

Meet all the requirements of Level B and have the training qualifications and licenses to provide armed security officer services. This includes State of Florida Officer's "G" license and complete background check including felony screening in both the State of Florida and a national check by the FBI. The City will review all background materials on a person proposed for this level.

Scope:

The initial scope of services will be to provide event security services on an as needed basis for happenings at the Lauderhill Performing Arts Center (LPAC). This may include, but is not limited to: crowd management, backstage guest list management and enforcement, bag checks, wand and/or management of walk-through metal detectors, de-escalation of tense situations, requesting that guests follow rules/leave the property as needed, etc. Shift hours/services will be requested based on the nature of each event, the anticipated crowd size, and input from City of Lauderhill leadership, and the hours/services may be rotated or changed depending on the facility's needs.

3.4 Services and Equipment Provided by Contractor

Contractor shall provide the officer, uniform for the officer, communications equipment for the officer (said equipment is only to be used for business communications/emergencies), supervision of the officer and twenty four (24) hour per day, seven days per week communications access for the City and Contractor.

Except where provided by the City, the Security Officer must have communications equipment that will allow him to contact his office, the Supervisor of LPAC or designee and the Lauderhill Police Department. The Security Officer will carry a flashlight with batteries.

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

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

The Security Officer's uniform shall be clearly identified with the security firm's name.

The Security Officer will report to the designated initial location on time and will remain on duty until the end of the shift or until properly relieved.

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

The Security Officer will observe/patrol the facility as directed for the purpose of detecting and preventing individuals or groups from committing acts that are illegal, injurious to others or to the property, and/or against facility/City policy. 3.7 Post Operating Orders.

The City reserves the right to establish, in writing with the successful Contractor, more detailed or revised written policies and procedures for purposes of providing guidelines governing the Security Officer(s) and the Firm's requirements in accord with the RFP and resultant contract. This specifically includes established policies for reporting observations, reporting incidents, and electronic tracking procedures to a LPAC Manager, City

representative or their designee, the City Police Department, or other emergency contact personnel. Such additional written policies and procedures are for the purposes of enhancing compliance with the technical specifications of the contract and not to alter them, and may be amended from time to time to adjust for changing circumstances for financial or budget related purposes and other needs that may arise.

SECTION 4 – SUBMITTAL REQUIREMENTS

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. Elaborate binders are neither necessary nor desired. Please place the labeled USB/CD in a paper sleeve. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

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

4.2.2 Executive Summary

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

4.2.3 Experience and Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the

State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the proposer shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. 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. List those persons who will have a management position working with the City, if you are awarded the contract. List name; title or position; and project duties. A resume or summary of experience and qualifications must accompany your proposal.

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 Lauderhill work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Lauderhill. Please have each reference complete the Verification Form found in the attachments.

4.2.6 Subcontractors

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

4.2.7 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.

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.

- g. Business License

Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida. If you are a City of Lauderhill business you must have a valid Certificate of Use license.

SECTION 3 – QUALIFICATIONS

Proposals will be considered from qualified firms or individuals whose experience includes successful work in similar projects. The firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable.

SECTION 4 - TERM OF CONTRACT

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

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

Installation shall begin on the first day after the Contract Agreement is executed by all parties.

SECTION 5 – INQUIRIES/AVAILABILITY

- 5.1 Inquiries concerning Proposal Submittals should be made in writing and directed as follows:

City of Lauderhill – Purchasing Division
5581 W. Oakland Park Blvd.
Lauderhill, FL 33313
Email: kwhite@lauderhill-fl.gov

- 5.2 Solicitation documents shall be obtained by registering and downloading from IonWave at <https://lauderhill.ionwave.net/>.

- 5.3 **CONTACT WITH PERSONNEL OF THE CITY OF LAUDERHILL OTHER THAN THE PURCHASING MANAGER OR DESIGNATED REPRESENTATIVE REGARDING THIS REQUEST FOR QUALIFICATIONS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.**

SECTION 6 – SUBMITTAL INFORMATION: How, When & Where

- 6.1 Proposer should submit (in a sealed envelope indicating Proposer’s name and Request for Proposal (RFP) number) copies of the Proposal, each identified as follows:

RFP No.: 2023-005
RFP Name: SECURITY GUARD SERVICES
Due Date/ Time: November 14, 2022 @9:45 A.M.

- 6.2 All (RFP’s), must be submitted on 8½” by 11” paper, neatly typed on one side only, with normal margins and spacing. The original document package must not be bound, although, the document package copies should be individually bound. One (1) unbound one-sided original and a PDF **[a total of 2]** of the complete submittal must be received by the closing date and time. The original and all copies must be submitted in a sealed envelope.

- 6.3 Responses to the RFP must be signed in ink by an authorized officer of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Statement of Proposal by the Proposer will be considered by the city as constituting an Offer by the Proposer to perform the required services.

SECTION 7 - EVALUATION METHODOLOGY

Evaluation Criteria

The following criteria shall be used to evaluate the proposals. With the weight of each criterion to be determined by the City:

The proposed evaluation is an initial process designed to elicit a short list of Proposers; with the contract awarded not necessarily to the Proposer with the highest compensation, but rather to the Proposer with the best combination of attributes (i.e., qualifications and experience, technical approach, and compensation), based upon the evaluation factors specifically established for this RFP. The establishment, application and interpretation of the above evaluation criteria shall be solely within the discretion of the City.

Proposers should provide all information outlined in the Evaluation Criteria set forth below and in Section 7, to be considered responsive. Responses will be evaluated based on the responsiveness of the Proposer's information to the Evaluation Criteria that will demonstrate the Proposer's understanding of the Evaluation Criteria and capacity to perform the required services of this competitive solicitation. The maximum points that shall be awarded for each of the Evaluation Criteria are detailed and described below.

The criteria set forth below will be utilized by the City to evaluate each submission received. Award of points will be based on the documentation that the proposer submits within the submission.

Evaluation Category	Maximum Points
Understands the scope of the project	25
Experience, qualifications and past performance of the proposing firm.	25
References	10
Total estimated yearly cost to the City	30
Local Vendor Preference	10

SECTION 8 - SELECTION PROCEDURE

- 8.1 A Selection/Negotiation Committee appointed by the City will be responsible to select and rank the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response, but will not be obligated to do so. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.
- 8.2 The firms may be asked to make a presentation of its qualifications and methodology to staff and /or the City Commission.
- 8.4 The City reserves the right to award to one proposer, to split the award among multiple proposers or not to award
- 8.5 No award with respect hereto shall be deemed final and all such awards shall be deemed conditional, unless and until the parties shall have fully executed the agreement(s) contemplated herein, and a fully executed agreement has been returned to the bidder by the City. The City reserves the right to revoke any award made hereunder, without penalty, premium or obligation, at any time prior to the delivery of the fully executed agreement(s) to

the Bidder, notwithstanding that an award may have been published. No Bidder shall be entitled to rely on any announcement of awards, and the City shall in no way be estopped in the revocation of an award previously granted.

SECTION 9– REJECTION CRITERIA

- 9.1 Your proposal shall be considered non-responsive if any of the following criteria exist (this list is not all inclusive):
- 9.2 All questions and instructions, including the questions in the Qualifications Package, have not been properly completed.
- 9.3 The instructions, order and matrixes in the Proposal Package have not been properly followed.
- 9.4 The RFP response Package is found to have concealed or contained false and/or misleading information.
- 9.5 The City did not receive the RFP Package prior to the submittal deadline.
- 9.6 Your firm is not licensed with the Florida Secretary of State to do business in Florida. **You must submit a State of Florida Certificate of Status for your firm.**
- 9.7 Executed Non-Collusive/and or Drug Free Workplace Affidavits are not submitted with the response.
- 9.8 The proposal/bid bond/fidelity bond, if required, is not included in the Package.
- 9.9 The Proposal signature page and certification is not properly executed.

SECTION 10 - WAIVERS

The City in its sole discretion, reserves the right to reject any and all proposals, accept any proposal or any combination of proposals or waive any minor irregularity or technicality in proposals received and

may, at its sole discretion, request a re-proposal, when in its sole judgment, it will best serve public interest.

SECTION 11 - INSURANCE REQUIREMENTS

- 11.1 The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.
- 11.2 The City of Lauderhill shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department.
- 11.3 The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable and shall be considered breach of contract.
- 11.4 Any firm performing work on behalf of the City of Lauderhill must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information, contact the Department of Financial Services, Worker's Compensation Division at (850) 413-1601 or on the web at <http://www.fldfs.com>

11.5 Commercial General Liability Insurance Covering premises-operations, products-completed operations, independent contractors and contractual liability.

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

This coverage should include, but not limited to:

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

Covering all owned, hired and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

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

Professional Liability (Errors & Omissions)

Limits: \$2,000,000 per occurrence

This coverage should include, but not limited to:

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

11.6 Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

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

Professional Liability (Errors & Omissions)

Limits: \$2,000,000 per occurrence

11.7 WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE

Limits: Worker's Compensation-Statutory
 Employer Liability -\$100,000 each accident
 Disease -\$500,000 policy limit
 Disease -\$100,000 each employee

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

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

11.10 Certificate holder should be addressed as follows:

City of Lauderhill
Finance Department
5581 West Oakland Park Blvd.
Lauderhill, FL 33313

SECTION 12 – GENERAL CONDITIONS

- 12.1 **VENUE**: All contracts shall be governed by the laws of the State of Florida and venue shall be in Broward County, Florida.
- 12.2 **EXPENSES**: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. All expenses in the preparation of this RFP are the sole responsibility of the Proposer. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the requirements of the RFP.
- 12.3 **INTERPRETATIONS**: All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so on the part of the Proposer will constitute an acceptance by the Proposer of any subsequent decision by the City. Any questions concerning the intent, meaning and interpretations of the Proposal Documents shall be requested in writing, and received by the City at least fourteen (14) days prior to the Proposal Opening. Inquiries shall be addressed to the Purchasing Manager. No person is authorized to give oral interpretations of, or make oral changes to the Proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of, or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers in the appropriate place on the Proposal Form.
- 12.4 **PUBLIC ENTITY CRIMES**: Pursuant to F.S. 287.133, as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a Contract to provide any goods or services to a public entity, may not submit a proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a Contract with any public entity, and may not transact business

with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- 12.5 **ASSIGNMENT**: Any Purchase Order or Contract issued pursuant to this Request for Proposal and the monies, which may become due hereunder, are not assignable, in whole or part.
- 12.6 **INDEMNIFICATION**: Proposer agrees to protect, defend, indemnify, and hold harmless the City, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the City, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the Proposer, its employees, or agents, arising out of or connected with this Agreement. The Proposer shall not be required to indemnify the City or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the City, or its agents, employees or representatives.
- 12.7 **PROPOSALS TO REMAIN OPEN**: All proposals shall remain open for the number of days after the day of the proposal opening stated in the special provisions, or if no such number of days is stated, all proposals shall remain open for ninety (90) days after the date of proposal opening prior to award. The City may, in its sole discretion, release any proposal prior to that date.
- 12.8 **ANNUAL APPROPRIATION**: Any Contract issued is conditional upon the City appropriating funding to implement the Contract.
- 12.9 **EMPLOYEES**: Employees of the Contractor shall at all times be under its sole direction and not be an employee or agent of the City. The Contractor shall supply competent employees. The City may require the Contractor to remove an employee or subcontractor it deems careless, incompetent, insubordinate or otherwise objectionable without any cost to the City or without any increase in Contract Price. Contractor shall be responsible

to the City for the acts and omissions of all employees working under its directions whether or not the actions taken go beyond the normal scope of employment.

- 12.10 **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the proposal response shall be evaluated or considered, have no force or effect, and are inapplicable to this proposal unless agreed to in writing by the City. It is understood and agreed that the conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.
- 12.11 **DELETION/OVERSIGHT/MISSTATEMENT:** Any deletion, oversight or misstatement of the Specifications shall not release the Proposer from the responsibility of supplying complete and fully operational units, together with all appurtenances necessary for unrestricted operation as determined by the City in its sole discretion.
- 12.12 **WITHDRAWAL OF AN OFFER:** An Offer shall be irrevocable unless the Offer is withdrawn as provided herein. A Proposal may be withdrawn only by written communication delivered to the Purchasing Office prior to the Solicitation Closing Date & Time. The proposer must present certification to assure that they are indeed an authorized representative of the Proposer's firm at the time such communication to withdraw the Proposal is presented. A representative will verify this information prior to return of Proposer's proposal. An Offer may also be withdrawn after one hundred and eighty (180) calendar days after the Solicitation Closing Date & Time, provided that it is withdrawn prior to the recommendation for award, by submitting a letter to the Purchasing Office at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.
- 12.13 **DISCOUNTS:**
All discounts (prompt payment and overall for awarding all items Proposed) will be considered in evaluation to determine lowest "net" cost to the City.
- 12.14 **SIGNATURE REQUIRED:**

All Proposals must show the company name and be signed in ink by a company officer or employee who has the authority to bind the company or firm by their signature.

12.15 SIGNED PROPOSAL CONSIDERED AN OFFER:

The signed Proposal is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval and award by the city commission of the City of Lauderhill, subject to any conditions contained within the City Commission's approval. In the event of default on the part of the Proposer after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

12.16 DEFAULT PROVISIONS

Any costs or expenses incurred by City as a result of Proposers default shall automatically be deducted from any outstanding amounts due Proposer. Proposer shall be responsible for reimbursing City for any and all costs or expenses incurred by City as a result of Proposers default.

12.17 RESERVATIONS FOR REJECTIONS AND AWARD

The City reserves the right to accept or reject any or all Proposals, or parts of Proposals, to waive irregularities and technicalities, and to request re-Proposals. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.

12.18 LAWS AND REGULATIONS

All applicable laws and regulations of the Federal Government, the State of Florida, and Ordinances of the City of Lauderhill will apply to any resulting Proposal award.

12.19 TAXES

The City of Lauderhill is exempt from taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. (Not applicable on construction or remodeling projects.)

12.20 CONFLICT OF INSTRUCTIONS

If a conflict exists between the general conditions contained herein, and the specific conditions and instruction contained herein, the specific shall govern.

12.21 RETENTION OF RECORDS AND RIGHT TO ACCESS CLAUSE

The successful Proposer shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit had been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit findings.

All Proposal documents are governed by and subject to the Public Records Law, Florida Statutes, chapters 119, 286 and 287, as may be amended from time to time, apply to public records relative to competitive Proposal. There is a temporary exemption from public record disclosure for Proposal documents until such time as either the City provides notice of a decision or if a request for proposal is reissued by the City. Recordings of negotiation meetings with vendors are temporarily exempt until the City provides notice of its decision, or until 20 days after the final competitive sealed replies are all opened, whichever occurs first. This temporary exemption will be automatically repealed on October 2, 2011, unless the Legislature reenacts these provisions.

12.22 FACILITIES:

The City reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of agreement. City reserves the right to consider history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if history of violations warrant such a determination.

12.23 ANTI-COLLUSION STATEMENT:

By submitting this Proposal, the Proposer affirms that this is without previous understanding, agreement or connection with any person, business or corporation submitting a Proposal for the

same materials, supplies or equipment and that this Proposal is in all respects fair and without collusion or fraud.

12.24 **PRICES TO BE FIRM:**

Proposer certifies that prices, terms and conditions in the proposal will be firm for acceptance for period of (90) days from the date of Proposal opening, unless otherwise stated by the City. There will be no escalator clauses unless specified by the City. Proposals may not be withdrawn before the expiration of ninety (90) days.

SECTION 13 - SUBMITTAL PACKAGE

Submit this portion of the Request for Proposal as your firms Qualifications Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the City to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by the City.

Responses to Tab #'s 1-7 should not exceed 30 pages. Points may be deducted for Responses that exceed thirty (30) pages.

TAB #1 Insert Proposer's Qualification Statement (Attachment "A")

TAB #2 Statement of Capabilities:

Provide a statement that addresses why the specific Proposer would be in the best posture to deliver the required services.

TAB #3 Proposal of Service

TAB #4 Specific Related Experience of the Firm

List the last five (5) contracts held comparable to this specific project and related experience accomplished by the proposer firms. Indicate:

- Client Name, address, email, and telephone number

Tab #5 Current Workload

List, for the proposer and all major subcontractor's and/or partners firms (list separately):

- Each project currently under contract
- Total value to the proposer's firm for the project
- Contract period and duration
- List number of professional staff assigned
- Brief Project description

TAB #6 **Cost Schedule**

Submit your cost schedule and proposed items and prices here.

TAB #7 **Attachments:**

Insert

Non-Collusive Affidavit (Attachment "B")

Cost Schedule, (Attachment "C")

Confirmation of Drug-Free Workplace (Attachment "D")

Signature Page (Attachment "E")

Acknowledgement of Addendums (Attachment "F")

Certificate of Insurance, and Licenses

ATTACHMENT "A"
PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Contact Person's Name and Title: _____

PROPOSER'S Telephone and Fax Number: _____

PROPOSER'S License Number: _____
(Please attach certificate of competency and/or state registration.)

PROPOSER'S Federal Identification Number: _____

Number of years your organization has been in business, in this type of work: _____

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship Partnership
Corporation

Name, address, and telephone number of Surety Company and agent who will provide the required bonds on this contract:

Have you ever failed to complete work awarded to you; If so; when, where and why?

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

ATTACHMENT "B"
NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn deposes and says that:

BIDDER _____ is _____ the

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By

Subscribed and sworn to before me this _____ day of _____,
20____.

Notary Public
(Signature)

My Commission Expires:

ATTACHMENT "D"
CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

ATTACHMENT "E" **SIGNATURE PAGE**

The undersigned attests to his (her, their) authority to submit this Submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;
2. The facts stated in the Proposer's response pursuant to Request for Submittals, instructions to Proposer and Specifications are true and correct in all respects;
3. The Proposer has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
4. The Proposer warrants all materials supplied by it are delivered to the CITY of Lauderhill, Florida, free from any security interest, and other lien, and that the Proposer is a lawful owner having the right to supply the same and will defend the conveyance to the CITY of Lauderhill, Florida, against all persons claiming the whole or any part thereof.
5. **Proposer understands that if a team is selected to make oral presentations to the selection committee and/or CITY, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations will result in that team's disqualification.**
6. The undersigned certifies that if the firm is selected by the City the firm will negotiate in good faith to establish an agreement.
7. Proposer understands that all information listed above may be checked by the City of Lauderhill and Proposer authorizes all entities or persons listed above to answer any and all questions. Proposer hereby indemnifies the City of Lauderhill and the persons and entities listed above and holds them harmless from any claim

arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted on this _____ day of _____, 20__.

(If an individual, partnership, or non-incorporated organization)

Witness

Company

Printed

By

Title

Printed Name, Title

(If a corporation, affix seal)

Company

By

Printed Name, Title

Attested by Secretary

Incorporated under the laws of the State of _____.

CERTIFICATE
(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of _____, a Partnership under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____ as
_____ of the Partnership is hereby
authorized to execute the Bid Form dated
_____, 20____, between the City of
Lauderhill, Florida, and this Partnership, and that the execution
thereof, attested by the _____ of the
Partnership is the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I
have hereunto set my hand
this ___ day of
_____, 20____.

(Signature)

(Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of
_____, 20____ by _____ who is personally
known to me or who has presented the following type of
identification: _____.

Signature of Notary Public,
State of Florida

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and Commission Number

CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____ held on _____, 20 ____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Corporation, is hereby authorized to execute the Bid Form dated _____, 20 ____, between the City of Lauderhill, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20 ____.

Secretary

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____ who is personally known to me or who has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of
Notary and Commission Number

Attachment "F"
Acknowledgement of Addendums

RFP _____
TITLE _____

Acknowledgement is hereby made of the following Addenda received since issuance of Specifications:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Name of Vendor: _____

Address:

Signature _____ Date _____

This page must be submitted with RFP. Failure to provide the requested documents may result in your proposal being deemed Non-Responsive.