Attachment "A"

RESOLUTION NO. 103-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE CONTRACT FOR RFP NO. 476-14 TO A & ASSOCIATES OF WEST PALM BEACH, FLORIDA TO PROVIDE ARMED AND UNARMED SECURITY GUARD SERVICES FOR THE MUNICIPAL COMPLEX AND THE CITY MARINA AT AN ANNUAL BASE COST OF \$160,000; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A TWO YEAR CONTRACT WITH A RENEWAL OPTION FOR ONE (1) ADDITIONAL TWENTY FOUR (24) MONTH PERIOD, COMMENCING SEPTEMBER 1, 2015 AND ENDING AUGUST 31. 2017. TO EXECUTE SAID CONTRACT; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM THE APPROPRIATE OPERATING ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of the City' of Riviera Beach Procurement Code Chapter 16.5 (Municode), a request for proposals were publicly solicited through RFP 475-14 to provide security guard services for City Hall and the Municipal Marina; and

WHEREAS, City departments have budgeted funds for security guard services; and

WHEREAS, thirteen proposals were submitted and the evaluation process has validated that the proposal submitted by A & Associates satisfies the requirements established in the solicitation; and

WHEREAS, staff recommends that City Council authorize the Mayor and City Clerk to execute a contract for Security Guards services to A & Associates, Inc. of West Palm Beach, Florida. For a period of two (2) years with one (1) additional twenty four month renewal period;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA THAT:

SECTION 1. The City Council hereby accepts staff's recommendation and the negotiated terms for security guard services and awards a two (2) year service contract to A & Associates, of West Palm Beach, Florida, and authorizes the Mayor and City Clerk to execute same.

SECTION 2. The City Council authorizes the use of budgeted operational funds for security guard services not to exceed \$ 160,000.

RESOLUTION NO. <u>103-15</u> Page 2 of 3

SECTION 3. That the Mayor and City Clerk are hereby authorized to execute the contract.

SECTION 4. That the City Manager is hereby authorized to execute renewals as detailed in the contract.

SECTION 5. This Resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED AND ADOPTED this 5^{TH} day of <u>AUGUST</u>, 2015.

REMAINDER OF DOCUMENT INTENTIONALLY LEFT BLANK

RESOLUTION NO. <u>103-</u>15 Page 3 of 3 Attachment "A"

APPROVED:

THOMAS A. MASTERS MAYOR

ATTEST:

CLAUDEŇE L. ANTHONY CERTIFIED MUNICIPAL CLERK CITY CLERK

DAWN S. PARDO

CHAIRPERSON

TERENCE D. DAVIS **CHAIR PRO TEM**

BRUCE A. GUYTON

COUNCILPERSON

KaSHAMBA L. MILLER COUNCILPERSON

ABSENT

CEDRICK A. THOMAS COUNCILPERSON

MOTIONED BY:	B. GUYTON
SECONDED BY:	T. DAVIS
D. PARDO	AYE
T. DAVIS	AYE
B. GUYTON	AYE
K. MILLER	AYE
C. THOMAS	ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY timala PAMALA HANNA RYAN, B.C.S. CITY ATTORNEY DATE: 8/3/15

CONTRACT FOR ARMED AND UNARMED SECURITY GUARD SERVICES

This Contract is made as of the 5th day of August, 2015, by and between the City of Riviera Beach, Palm Beach County, Florida a Municipal Corporation existing under the laws of the state of Florida, by and through its City Council, hereinafter referred to as the CITY, and A & Associates, Inc., 951 Sansbury's Way, West Palm Beach, Florida 33411, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is 80-0668811.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

- A. The CONTRACTOR'S responsibility under this Contract is to provide two (2) armed security guards for City Hall, located at 600 W. Blue Heron Boulevard, Riviera Beach, Florida, and one (1) unarmed security guard for Municipal Marina, located at 200 East 13th Street, Riviera Beach, Florida, as more specifically set forth in the Request for Proposals to wit, RFP No. 476-14, detailed in Exhibit "A", attached hereto and made part hereof and contractor's response to the RFP, attached as Exhibit "C."
- B. All guards must meet the minimum qualifications as set forth in Exhibit "A." CONTRACTOR shall render all services in a diligent, careful, thorough and professional manner consistent with sound business practices and consistent with security standards, subject to policies and guidelines established in Exhibit "A" or which from time to time hereafter may be established by the CITY. CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.
- C. The CITY shall have the right to determine acceptable performance standards of CONTRACTOR's personnel staffing. Any employee deemed by the CITY as unfit to perform the services shall be promptly removed, without delay, from the assignment by the CONTRACTOR upon notice by the CITY and replaced with personnel acceptable to the CITY in its sole discretion.
- D. The CITY's representative/liaison during the performance of this Contract shall be Danny Jones, Deputy City Manager, telephone number (561) 845-4010, email ddjones@rivierabch.com.

ARTICLE 2 – TERM OF CONTRACT

The term of this Contract shall be for a period of two (2) years with a renewal option for one (1) additional consecutive twenty four (24) month period. The option for renewal will be exercised only upon written agreement and with original terms, conditions and unit prices adhered to with no deviation. Any renewal will be subject to appropriation of funds by the

CITY OF RIVIERA BEACH CITY COUNCIL. The City Manager is authorized to enter into renewal contracts on behalf of the CITY.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. <u>Generally</u> In consideration of the performance of the Services by CONTRACTOR, the covenants, representations and warranties of CONTRACTOR contained in this Contract and for the performance of all its other duties and obligations as set forth in this Contract, the CITY agrees to compensate the CONTRACTOR the hourly rate of Seventeen Dollars and Thirteen Cents (\$17.13) per security guard, for each hour of service by the armed security guards and Fourteen Dollars and Seven Cents (\$14.07) for each hour of service by the unarmed roving guard (the "Contract Rate"), Fee Proposal, as set forth in Exhibit "B". The total and cumulative amount of this Contract shall not exceed \$160,000 or the amount of funds annually budgeted for these services. The CITY shall not reimburse the CONTRACTOR for any costs incurred as a direct result of the CONTRACTOR providing service to the CITY in pursuance of the scope of work contained in Exhibit "A", without specific, prior approval of the CITY.
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY's representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the CITY in advance for each payment period. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- C. <u>Final Invoice</u> In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "<u>final invoice</u>" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges have been invoiced to the City of Riviera Beach. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-innegotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the CONTRACTOR's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its right under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONTRACTOR upon sixty (60) days prior written notice to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR; provided that the CITY fails to cure same within that ten (10) day period. It may also be terminated, in whole or in part, by the CITY, with or without cause, upon sixty (60) days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY. The CONTRACTOR shall comply with all necessary Federal, State and local laws, ordinances and regulations pertaining to the employment of its personnel.

CONTRACTOR shall perform background checks and pre-employment screenings, as well as random drug testing of guards at its sole expense. CONTRACTOR shall be responsible for any and all taxes and other charges against any of the services provided under this Contract. All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit "A", must be made known to the CITY's representative and written approval must be granted by the CITY's representative before said changes or substitution can become effective; such approval shall not unreasonably withheld.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standard of care in the field for which CONTRACTOR is providing services to the CITY.

The CONTRACTOR agrees that it is fully responsible to the CITY for the negligent acts and omissions of subcontractors and of persons either directly or indirectly employed by the CONTRACTOR. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONTRACTOR'S personnel (and all Subcontractors) while on CITY premises, will comply with all CITY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor, to inspect all facilities after providing written notice to the CONTRACTOR, and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Rejection of a proposed subcontractor may result in a change in pricing unless such rejection is due solely to poor performance. In any event, said rejection shall in no way obligate CITY to accept such change in pricing but CITY may, in its sole discretion, agree to same.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

The CONTRACTOR shall be responsible for the performance of all subcontractors.

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Tax. The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall <u>not</u> be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The CITY's performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the CITY OF RIVIERA BEACH CITY COUNCIL.

ARTICLE 10 - INSURANCE

A. Prior to execution of this Contract by the CITY the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY's

representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

- B. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence.
- C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$3,000,000.00 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damage, which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by or contracting with the CONTRACTOR.
- D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.
- E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.
- F. All insurance, other than Professional Liability and Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured".

ARTICLE 11 - INDEMNIFICATION

To the extent allowed by Florida law, the CONTRACTOR shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liabilities, losses, costs, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct of the CONTRACTOR, its agents, officers, or employees in the performance of services under this Contract.

The CONTRACTOR further agrees to indemnify, hold harmless the CITY, its agents, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the CITY, its agents, officers or employees are alleged to be liable.

The CONTRACTOR shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Contract or any renewal thereof.

Nothing contained in this provision shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 13 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all legal action necessary to enforce the Contract will be held in Palm Beach County.

ARTICLE 14 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 15 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in 112.311, Florida Statutes. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the CITY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR.

The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 16 - DELAYS AND EXTENSION OF TIME

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR's failure to perform was without it or its subcontractor's fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at any time.

This Article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

ARTICLE 17 - INDEBTEDNESS

The CONTRACTOR shall not pledge the CITY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY's expense shall be and remain the CITY's property and may be reproduced and reused at the discretion of the CITY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

The CITY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

ARTICLE 19 - PUBLIC RECORDS

The CONTRACTOR shall comply with Florida Public Records Act, and specifically section 119.0701, Florida Statues, by agreeing to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Contract.
- (b) Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the CITY all said public records in possession of the CONTRACTOR upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and/or activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees, agents, or servants to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Contract.

ARTICLE 21 - CONTINGENT FEES

The CONTRACTOR warrants that it is has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22-ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.

ARTICLE 23 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 24 - ENFORCEMENT COSTS

All parties shall be responsible for their own attorney's fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's representative upon request. The CONTRACTOR shall be solely responsible for obtaining and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or city agency.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S.287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs, in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the CITY COUNCIL FOR THE CITY OF RIVIERA BEACH or its designated representative.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

CITY OF RIVIERA BEACH, OFFICE OF THE CITY MANAGER DANNY JONES, DEPUTY CITY MANAGER 600 WEST BLUE HERON BLVD. RIVIERA BEACH, FLORIDA 33404 ddjones@rivierabch.com

and if sent to the CONTRACTOR shall be mailed to:

A & ASSOCIATES, INC. c/o MS. EVELYN LOONEY, VP 951 SANSBURY'S WAY, SUITE 203 WEST PALM BEACH, FLORIDA 33411 OFFICE PHONE 561-533-5303 Evelyn@AssociateStaffing.com

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work.

ARTICLE 31 – PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect the CITY's property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the CITY or employees of the CITY, the CONTRACTOR shall provide any necessary materials to maintain such protection.

Until acceptance of the work by the CITY, the CITY's property shall be under the charge and care of the CONTRACTOR and the CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the CONTRACTOR shall repair, restore and make good, without additional cost or expense to the CITY work occasioned by any of the above causes before its completion and acceptance.

ARTICLE 32 – TIME

Time is of the essence in all respects under this Contract.

ARTICLE 33 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall

mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 34 - WAIVER

Failure of the CITY to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of CITY's right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 35 - PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 36 - MATERIALITY

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

ARTICLE 37 - REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, Evelyn Looney hereby represents to the CITY that she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 38 - EXHIBITS

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of this Contract and all exhibits attached hereto. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract. To the extent that there exists a conflict between this Contract and the exhibits, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 40 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the City Council of the City of Riviera Beach.

ARTICLE 41 - NOTICE OF COMPLAINTS OR SUITS

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 42 – SURVIVABILITY

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 43 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

A. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;

B. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or

C. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

CONTRACTOR shall provide written notice to the CITY of the occurrence of any event of default within ten (10) days of CONTRACTOR's receipt of notice of any such default.

ARTICLE 44 - WAIVER OF SUBROGATION

CONTRACTOR hereby waives any and all rights to Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 45 - RIGHT TO REVIEW

The CITY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

ARTICLE 46 – AUDITOR GENERAL

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any awarded contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the proposer or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of any contract entered into between the parties as justification for termination.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK SIGNATURES ON FOLLOWING PAGE

CONTRACT WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, the Parties unto this Contract have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

BY: THOMAS A. MASTERS

MAYOR

A & ASSOCIATES, INC. BY: EVELYN VICE PRESIDENT

BY: CLAUDENE L. ANTHONY, CMC

CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: ` PAMALA H. RYAN, B.C.S.

CITY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

PAMELA DALEY INTERIM PURCHASING MANAGER

DATE: 7/28/15

RIV.BCH.STD/Security Services/ 03/2014

.....

EXHIBIT A

CITY OF RIVIERA BEACH REQUEST FOR PROPOSALS NO. 476-14



SECURITY GUARD SERVICES 600 West Blue Heron Boulevard Riviera Beach, FL 33404

Pamela Daley, Interim Purchasing Manager (561) 845-4180, Phone (561) 842-5105, Fax pdaley@rivierabch.com

The City of Riviera Beach, Florida (City) is soliciting sealed proposals from licensed, insured and qualified proposers to provide Security Guard Services.

This Request for Proposals (RFP) provides guidelines for submission and outlines the essential services desired for the engagement. Proposals will be accepted at the City of Riviera Beach, Office of the City Clerk, 600 West Blue Heron Boulevard, Suite #140, Riviera Beach, FL 33404, until <u>3:30 pm (EST) Tuesday, March 17, 2015</u>.

A non-mandatory pre-submittal meeting shall occur on <u>Wednesday, February 25, 2015 @10:00 am</u>, at City Hall Council Chamber, 2nd Floor, located at 600 West Blue Heron Blvd., Riviera Beach, FL 33404. The purpose of this meeting is to gather the interested proposers at one time to discuss this RFP. Any questions of significance will be addressed in an addendum.

Late proposals will not be accepted or considered.

This RFP, including a scope of services, may be obtained by visiting the City's web-site at <u>www.rivierabch.com</u>. Additionally, proposals may be obtained at the City of Riviera Beach Purchasing Department, 2391 Avenue "L", Riviera Beach, FL 33404. Proposals shall be prepared, addressed and submitted in compliance with the instructions set forth in this RFP. The City reserves the right to reject any or all proposals and to waive technicalities, if such measures are deemed appropriate and in the best interest of the City. Any proposal received after the date and time specified, whether by mail or otherwise, will not be accepted or considered. Any uncertainty regarding the time a proposal is received will be resolved against the proposer.

PUBLISH: Palm Beach

Palm Beach Post – www.rivierabch.com –

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9. SCHEDULES 1 & 2

Attachment "A"



CITY OF RIVIERA BEACH 600 WEST BLUE HERON BLVD., SUITE 140 RIVIERA BEACH, FL 33404

PLAN HOLDER INFORMATION SHEET

EMAIL PDALEY@RIVIERABCH.COM OR FAX TO 561-842-5105

PROSPECTIVE PROPOSER Information Sheet RFP #476-14

Please complete and email (<u>pdaley@rivierabch.com</u>) this document to the Purchasing Department. Your information will be added to the current plan holder list and help to insure receipt of changes or additional information.

Purchasing Department:

Office: 561-845-4180

Contact Person	
Business Name	
Business Address	
Business City, State, Zip	
Email Address:	
Business Phone #	Business Fax #
Business Tax ID #	

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GENERAL INFORMATION PART 1 **SECTION 1**

1-1 SCOPE OF SERVICES

The City of Riviera Beach, Florida (City) is seeking sealed proposals from qualified proposers to provide Armed and Unarmed Security Guard Services at various City locations. The City sites where security guard services are required are:

Beach, Riviera Blue Heron Blvd., Library located at 600 West City Hall and Municipal Florida. At this site, two (2) or more armed security guards are required.

Beach. located at 200 East 13th Street, Riviera 1. City of Riviera Beach Municipal Marina, Florida. At this site, one (1) unarmed security guard is required.

The term of the awarded contract shall be for a period of two (2) years with a renewal option for one (1) additional twenty four (24) month period.

The following services are required for the security guards:

- 1. Patrolling interior and exterior facilities on foot or by motorized off-street carts or licensed motor vehicles.
- 2. Assisting with crowd and traffic control.
- 3. Monitoring/controlling access to facilities.
- 4. Checking visitor identification, maintaining visitor log, and issuing visitor passes.
- 5. Inspection of vehicles prior to allowing entrance to restricted facilities.
- 6. Covering an assignment at a fixed area or patrolling an area facility for the purpose of detecting and preventing individuals or groups from committing acts that are injurious to others or to property.
- 7. Intervening to terminate injurious acts and detaining individuals for further investigation or arrest where circumstances and conditions warrant.
- 8. Communicating effectively with the public and City personnel, and directing visitors to appropriate personnel and services within the facility.
- 9. Visually screening packages and parcels being carried in and out of a facility.
- 10. Patrolling in accordance with routes and schedules established by the manager in charge of each facility.
- 11. Locking and unlocking gates and doors and turning lighting on and off at designated times required.
- 12. Checking designated points daily such as gates, doors, etc. (to be determined by each facility manager)
- 13. Ensuring that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or unauthorized individuals.
- 14. Responding to reports of ill or injured patrons, visitors, or employees, rendering first aid if necessary, and notifying manager of facility and/or fire rescue if further assistance is required.
- 15. Responding to scene of locally activated fire, burglary or other alarms, other emergency situations and taking action appropriate action as necessary and/or as prescribed in the post orders issued by each facility manager.
- 16. Investigating questionable acts or behavior observed or reported on City premises and questioning witness and suspects to verify facts.
- 17. Operating a motor vehicle where required.
- 18. Maintaining law and order within area of assignment.
- 19. Maintaining order and using good judgment and discretion in handling unruly or trespassing public.
- 20. Maintaining daily logs and writing daily reports, incident reports, and non-employee injury reports.
- 21. Reporting to work on time and holding over on assigned duties until relieve as required.
- 22. Maintaining a no-nonsense attitude while on duty and a professional demeanor and appearance.
- 23. Reading or engaging in lengthy conversations while on duty shall not be permitted.

Specific duties and responsibilities of security guards at each location shall vary and will be assigned by each facility manager. The City shall provide written procedures for each facility. RFP 476-14

CITY HALL SECURITY GUARDS:

Proposers shall provide two (2) armed guards to be stationed at the lobby entrance of City Hall. Security Guard personnel shall be individually scheduled on staggered shifts as follows:

- First Guard- 7:30 A.M. to 4:30 P.M.
- Second Guard-9:00 A.M. to 6:00 P.M.

Security Guard personnel shall be required to promptly report to the City's Police Department upon start of their respective shifts. At that time, guards will be provided radios for emergency communication with police dispatch and to receive any special instructions to carry out their daily assignments.

Duties for City Hall Guards:

- Open City Hall at 7:30
- Lock City Hall at 5:30 p.m. (unless there is a late meeting)
- Operate the metal detector in the lobby
- Inspect packages, backpacks, briefcases, bags for weapons
- Periodically, throughout the day, walk through the lobby area

MUNICIPAL MARINA SECURITY GUARDS:

Proposers shall provide one (1) unarmed security guard to patrol by foot and cart the entire Municipal Marina property ensuring patron, customers and employee's safety, in accordance with the City of Riviera Beach guidelines and Homeland Security policies. Security Guard personnel shall be individually scheduled on staggered shifts.

Required Hours:

• Monday through Thursday -12:00 A.M. to 8:00 A.M

• Friday and Sunday – 8:00 A.M to 4:00 P.M.; 11:00 A.M. to 7:00 P.M. (Overlap); 12:00 A.M. to 8:00 A.M. Security Guard personnel shall be required to promptly report to the Riviera Beach Municipal Marina Security Office upon start their respective shifts. At that time, guards will be provided a security cell phone and receive any special instructions required to carry out their daily assignments

Security Guards shall dress in Polo Shirts and Shorts or Pants.

Security Guards should be familiar with boats, how to tie them up and what to do in an emergency. Duties for Marina

Guards:

- Roving Guard Services/Foot Patrol of:
 - Docks
 - Buildings
 - Parking Lots
 - Adjacent Parks
- Maintain high visibility while on duty
- Complete clock rounds
- Complete daily activities and incident reports
- Notify Dock Master and City's Police Department of emergencies
- Answering customers inquiries
- Docking/Undocking boats after hours

1-2 PROPOSAL SUBMISSION AND OPENING

All proposals must be received by the City of Riviera Beach no later than **3:30 pm**, **Tuesday**, **March 17**, **2015** in order to be considered. The following is required to be included in the proposal:

Two (2) original hard copies and seven (7) sets on CDs, DVDs, or USBs of a comprehensive proposal to include the items listed in Sections 2-3 and 3-1 of this RFP. Proposals must be submitted in a sealed envelope which must be plainly marked on the outside with the Proposer's information and the following:

RFP No:RFP No. 476-14RFP Name:Request for Proposals: Security Guard ServicesDue Date/Time:Tuesday, March 17, 2015 at 3:30 p.m.

The proposal provided for each category should be tabbed separately but numbered sequentially. Interested

parties should send their completed proposals to the following address:

City of Riviera Beach Office of the City Clerk 600 West Blue Heron Boulevard, Suite 140 Riviera Beach, FL 33404

The City shall not accept or consider proposals submitted via facsimile transmission or email.

1-3 INQUIRIES

To ensure fair consideration of all proposals, the City prohibits communication to or with any department, elected official or employee during the submission process, other than designated Purchasing Department staff, regarding the requirements for this submittal. Any such contact may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee.

All inquiries concerning this RFP or for additional information shall be submitted in writing by mail, email, or facsimile and directed as follows:

City of Riviera Beach – Purchasing Department Attention: Pamela Daley, Interim Purchasing Manager 2391 Avenue "L" Riviera Beach, Florida 33404 Fax: (561) 842-5105 Email: <u>pdaley@rivierabch.com</u>

1-4 RFP SCHEDULE

The City will use the following time lines which will result in selection of qualified firms. The City reserves the right to change and or delay scheduled dates.

Event

RFP Available Non-Mandatory Pre-Submittal Meeting Last Date to submit Questions Proposals Due (3:30 p.m. EST) Evaluation Committee & Ranking of Proposals Oral Interviews (If Applicable)

RFP 476-14

Date

02/17/2015 02/25/2015 @ 10 a.m. EST 03/09/2015 @ 3:30 p.m. EST 03/17/2015 TBD TBD

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1-5 PROPOSAL DISCLOSURE

In accordance with Chapter 119, Florida Statutes, all proposals shall become "public records" in accordance with the law and shall be subject to public disclosure consistent with the law. Proposers submitting proposals must invoke in writing the exemptions to disclosure (provided by law) in their proposal by referencing the specific statutory authority for claimed exemptions, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

1-6 ACCEPTANCE OR REJECTION OF PROPOSALS

The City reserves the right to reject any and all proposals when (1) such rejection is in the best interest of the City; or (2) if the submittal contains any irregularities; provided, however, that the City reserves the right to waive any minor irregularities and to accept the most responsive and responsible proposal. The City reserves the right to cancel this RFP at any time and/or to solicit and re-advertise for other proposals. The City is not obligated to enter a contract on the basis of any proposal submitted in proposal to this RFP.

1-7 PUBLIC ENTITY CRIME

Pursuant to Florida Statutes Section 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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1-8 CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of the State of Florida and/or Palm Beach County with respect to this proposal, such proposer may be disqualified from performing the work or from furnishing the goods or services for which the proposal is submitted and may be further disqualified from bidding on any future proposals for work, goods or services for the City.

1-9 EQUAL OPPORTUNITY REQUIREMENTS

It is the policy of the City to comply with all Federal, State, County and local laws to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs. It is further the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, creed, sex, age, handicap or veteran's status. Each firm should state its commitment to meet these same requirements.

1-10 CONTRACTUAL AGREEMENT

Any and all legal action necessary to enforce the award will have venue in Palm Beach County and the contractual obligations will be interpreted according to the law of the State of Florida. Any contract or agreement required by the vendor must be enclosed at the time of submittal.

1-11 INDEMNIFICATION

The awarded contract will contain the indemnification clause provided in the form attached to this RFP, which each proposer must sign and submit with its proposal.

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1-12 CONE OF SILENCE

No entity filing a proposal to this RFP shall through their principal, attorneys, or agents, contact the City Council for the purposes of discussing any aspect of this RFP for any possible decision on the RFP; neither shall any such party approach third parties for the purposes of having those third parties have those types of discussions with the City Council. <u>Any action in violation of this provision shall be cause for disgualification from participation in this</u> **RFP**.

1-13 NON-COLLUSION STATEMENT

By signing this offer, the proposer certifies that this offer is made independently and free from collusion. Proposer shall disclose below, to their best knowledge, any Riviera Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes, 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 Riviera Beach 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 he/she directly or indirectly owns more than five percent (5%) 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 proposer.

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

Proposer, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Florida Department of State, Division of Corporations.

1-14 LOBBYING

Contact with any City employee, appointed official or elected official other than the individual identified above for inquiries regarding this RFP, shall be grounds for elimination from the selection process. This restriction includes lobbying any City employee, appointed official or elected official.

Lobbying consists of introduction, communication, and discussions related to the selection process, or any other discussions or actions that may be interpreted as attempting to influence the outcome of the selection process for the project. This includes holding meetings thereof, engaging in the aforementioned prohibited lobbying and/or prohibited contact; which actions may immediately disqualify the Proposer from further City consideration for this project. Lobbying does not include any oral presentations before evaluation/selection teams, contract negotiations, or public presentations made to the City during any duly noticed public meeting.

By submitting a proposal, qualifications or other proposal for this RFP, the proposer certifies that it or he/she and all of its affiliates and agents have not lobbied or attempted to lobby City employees, appointed officials or elected officials as defined herein.

1-15 GRATUITY PROHIBITION

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City for the purpose of influencing consideration of its proposal.

1-16 ADDENDA TO RFP

The City reserves the right to amend this RFP prior to the RFP opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Purchasing Department (Pamela Daley, Interim Purchasing Manager) a minimum of 96 hours prior to the RFP submittal deadline to allow for review and subsequent clarification on the part of the City.

RFP 476-14

No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that obtained in this written RFP document.

1-17 REQUESTS FOR ADDITIONAL INFORMATION

Prior to the final selection, proposers may be required to submit additional information which the City may deem necessary to further evaluate the proposer's qualifications.

1-18 RIGHT OF WITHDRAWAL

A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

1-19 EXCEPTIONS TO THE RFP

It is anticipated that proposers may find instances where they may take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

1-20 DENIAL OF REIMBURSEMENT

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a proposal to this RFP.

The City will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred in connection with the preparation, submission or presentation of a proposal to this RFP.

1-21 TRUTH IN NEGOTIATION CERTIFICATE

For all lump sum or cost-plus-a-fixed-fee professional service contracts over \$50,000 the person/firm receiving the award shall execute a truth-in-negotiation certificates stating wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. A professional service contract under which a certificate is required shall contain a provision that the contract price shall be adjusted to exclude any significant sums where the agency determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Contract adjustments shall be made within one year following the end of contract.

1-22 LOCAL VENDOR PREFERENCE

Under the City's Procurement Code, Article X, Division 1, the City has a preference for local businesses. A local business, for the purposes of the application of the local vendor preference, means a proposer which has a permanent, physical place of business within the city limits, and a valid business tax receipt and certificate of occupancy applicable to the required goods, services, or construction items being procured. Post office boxes or locations at a postal service center are not verifiable and shall not be used for the purpose of establishing said physical address. If the business is a joint venture/partnership, it is sufficient for qualification as a local business if at least one party of the joint venture/partnership meets the test set forth in this section. The proposer shall have the burden of demonstrating that it meets this definition. Permanent physical location must be established for a minimum of twelve (12) months prior to the published date of this solicitation.

The application of the local vendor preference shall not change the actual cost proposal. Further, in no event will it cause the city to pay more than \$25,000.00 above the amount proposed by the non-local vendor which would have been recommended for award if the local vendor preference had not been applied.

1-23 BID PROTEST COST AND FILING FEES

Article 8 of the City's Procurement Code addresses the process and procedure for bid protests. Time is of the essence with all bid protests and a protest must be timely submitted to the City or it will be waived. The following amounts must be submitted with the protest:

- A. Written Protest. The written protest submitted to the Purchasing Director must be accompanied by a filing fee in the form of a money order or cashier's check in the amount equal to \$500.00 or 2% of the value of the Proposal, whichever is greater up to a maximum of \$2,500.
- B. Appeal to the City Manager. The written appeal to the City Manager must be accompanied by a filing fee in the form of a money order or cashier's check in the amount equal to \$500.00 or 2%, whichever is greater, up to a maximum of \$2,500.
- C. Appeal to the City Council. The written request for an appeal to the City Council must be accompanied by a filing fee in the form of a money order or cashier's check in the amount equal to \$500.00, or 2%, whichever is greater, up to a maximum of \$2,500.

Refund of Filing Fees. All costs resulting from a protest shall be borne by the Protestor. If a protest is upheld by either the Purchasing Director or City Manager, as applicable, the filing fee shall be refunded to the Protestor less costs incurred by the CITY. If the protest is denied the filing fee shall be forfeited to the CITY in lieu of payment of costs incurred by the CITY.

1-24 RIGHTS TO INVESTIGATE AND AUDIT: OFFICE OF THE INSPECTOR GENERAL

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any awarded contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The proposer understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the proposer or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of any contract entered into between the parties as justification for termination.

1-25 OTHER ACKNOWLEDGEMENTS

By submitting a proposal each proposer is confirming that the proposer has not been placed on the convicted vendors list as described in section 287.133(2) (a), Florida Statutes.

By submitting a proposal, each proposer acknowledges that it has read the above information and agrees to comply with all the above City requirements.

1-26 CITY OF RIVIERA BEACH CONTRACT

The Contract for Professional Services shall prevail as the basis for contractual obligations between the selected proposer and the City. The terms and condition of this RFP shall be incorporated into the contract.

QUALIFICATIONS OF PROPOSERS SECTION 2

2-1 MINIMUM REQUIREMENTS

Proposals will only be considered from a proposer normally engaged in providing the types of services specified herein. The City reserves the right to inspect the proposer's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine proposer's ability to perform. The Purchasing Director reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

No proposal will be accepted from, nor will any contract be awarded to any person who has an outstanding debt to the City, or who is a defaulter, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City.

2-2 MINIMUM CRITERIA TO BE USED IN EVALUATION OF PROPOSER

Proposer shall provide all necessary labor, management, supervision, vehicles, gas, oil, safety equipment, and any other materials and equipment necessary to perform security services as required to properly maintain the areas of responsibility. A list of all equipment available to complete the services must be included with the submission of this Request for Proposals for security services for the City.

This RFP shall be awarded only to a responsible proposer qualified to provide the services specified. The proposer shall meet the following minimum qualifications:

- 1. Proposer shall provide proof of a minimum of four (4) years of experience providing professional security guard services.
- 2. Proposer shall have a class "B", Security Agency, or "BB" Security Agency Branch Office, License issued by the State of Florida, Division of Licensing.
- 3. Proposer shall have a stationary base station/office where the Central Dispatch Center is located. The Dispatch Center shall have at least one (1) dedicated telephone line for incoming and outgoing voice phone calls, and one (1) additional dedicated line for fax and /or computer use.

Requirements for performing these services are as follows:

- 1. The Proposer shall notify the Contract Administrator in the event of scheduling delays, changes or comments/complaints received from the general public.
- 2. Proposer's employees shall present a neat, clean, well groomed appearance and shall conduct themselves in a respectable manner while performing the duties of this RFP and while on City property.
- 3. The Proposer shall issue an ID card to each individual performing service for the City.
- 4. Proposer's employees shall wear uniforms at all times while on the job. Name of proposer shall be on shirts. Uniforms are to be crisp/pressed, free of holes and stains. Shirts are to be worn at all times while working in the City.
- 5. The Contract Administrator shall meet with Proposer on a regular basis to review areas serviced by Proposer's employees.
- 6. All vehicles shall be plainly marked with the company name.
- 7. The Proposer is responsible for ensuring that all personnel performing guard duty services for the City is able to understand and effectively communicate in English.
- 8. Proposer shall provide a daily log of activities for each respective area after completion of a shift worked.
- 9. All security guards must first successfully complete a background check prior to being assigned to perform work under the contract. Background checks will be performed by the City's Police Department and the Proposer will be required to submit the following documents for each security guard to be assigned under the contract:

- a. Copy of valid Florida Driver's License
- b. Copy of Social Security Card

Minimum qualifications of Security Personnel:

Guards in all classifications must be at least twenty-five (25) years of age, have a high school diploma or GED and possess good human relation skills. They must be able to successfully pass a rigid background investigation and medical examination that includes drug screening and receive training from the contractor.

- 1. All guards must possess and keep active all required State of Florida licenses and follow all rules regarding such licenses.
- 2. The security contractor and all employees must meet all licensing and supervision requirements in accordance with Florida Statutes Chapter 493, Section 493.6301 through 493.6305.
- 3. All classifications must be fully literate in the English language, i.e. able to read, write, speak, understand, and be understood. Oral command of English must be sufficient to permit full communication, even in time of stress.
- 4. All guards shall have and maintain current certification in CPR and First Aid by a recognized group such*as the American Red Cross or the American Heart Association.
- 5. Guards must be reviewed and/or interviewed and receive approval by each facility manager before assignment.
- 6. All guards must be citizens of the United States of America, or aliens who have been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1- 151 or present other evidence from the Immigration and Naturalization Service that employment will not affect immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.
- 7. Guards may not be employed under this contract if they have currently or have in the past been involved in:
 - A. Any felony or sex conviction or conviction or convictions for moral turpitude
 - 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.
- 8. Guards must successfully complete a medical examination to be conducted at Proposer's expense prior to assignment at City facilities or when required for reasonable cause by the City. Results are required as follows:
 - A. Freedom from any communicable disease
 - B. Binocular vision, correctable to 20/20
 - C. Ability to distinguish basic as well as shades or color is required in both normal and peripheral vision.
 - D. Able to hear ordinary conversation at 20 feet, and whispered conversation at 10 feet without use of artificial hearing devices. A hearing aid is not permitted.
 - E. Pass a urinalysis test showing freedom drug use, except prescribed medicine.
 - F. Freedom from disease or conditions that may result in indistinct speech.
 - G. Must be free from any physical or emotional disorder or condition that would inhibit or preclude meeting the performance standards of this contract.

This work requires frequent and prolonged walking, standing, running, sitting and stooping. Occasionally, security personnel may be required to subdue violent or potentially violent people. Physical stamina in all of it forms (mental, climate related, etc.) is a basic physical requirement of all security guards.

2-3 COMPENSATION-SEALED COST PROPOSAL

In a separate sealed envelope, clearly state "**Cost Proposal**". This section of the proposal should clearly state the proposed cost for the required services as a fixed hourly rate per armed and unarmed officer. A firm fixed hourly rate contract will be awarded by the City. The contract price for the requested services shall include all expenses, including travel, incidentals and "other costs."

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Total All-Inclusive Price

The sealed cost proposal should contain all pricing information relative to performing the required services as described in this RFP. The total all-inclusive fixed hourly rate price should contain all direct and indirect costs including all out-of-pocket expenses.

The City will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed cost proposal. Such costs should not be included in the proposal.

The sealed cost proposal should include the following information:

- Name of firm
- Total all-inclusive fixed unit price per armed and unarmed officers for the services outlined in this RFP

2-4 PERFORMANCE

The City shall not pay for services that fail to meet the City standards as set forth in this RFP and as determined by the Contract Coordinator.

2-5 DEDUCTIONS FOR NON-PERFORMANCE OF SERVICES

2.	Failing to follow post orders	\$100.00 \$50.00
	Abandoning Post Failing to complete guard incident report	\$100.00 \$50.00
	Improper or soiled uniform	\$ 50.00 \$ 50.00
6.	Late for duty	\$ 50.00
	Improper license	\$100.00
8.	Reassigning a guard to any post previously suspended	\$100.00
9.	Not properly equipped	\$ 50.00
10	Incomplete or improper background investigation	\$150.00

2-6 MBE AND LOCAL PARTICIPATION

The Riviera Beach City Council has established Minority Business Enterprise (MBE) as one of its most important goals for City funded projects. Consistent with this priority, proposers shall submit a narrative addressing their approach to meeting or exceeding the City's 15% MBE goal. The proposers should also include their approach to monitoring and reporting on compliance with the proposed MBE participation.

Additionally, all proposers have an opportunity to increase their chance to be shortlisted for award by maximizing their use of qualified MBEs. In accordance with section 16.5-312 of the City's procurement code, as an incentive for the proposer maximizing the participation of qualified MBEs on the project, additional bonus points shall be added to the proposer's score for the written proposal based upon the distribution of bonus points indicated in the table below:

Total Qualified MBE Participation in Excess of 15%	Bonus Points Awarded as a Percentage of Total Available Points for Written Score
0% -15%	0%
16%-30	4%
31%-40%	6%
41%-50%	8%
51% and above	10%

Proposers shall complete the Tabulation of Subcontractors and Material Suppliers form (see Schedule One and Two attached to this RFP). The total qualified minority business participation shall be the percentage of the total contract/project dollar amount that will be completed by qualified minority businesses. This amount shall be incorporated into the term of the final contract agreement between the City and the selected proposer.

The total qualified minority business participation shall be completed by qualified minority businesses. The total qualified minority business participation percentage is non-cumulative; however, one or more qualified minority businesses can comprise the total qualified minority business participation percentage. The percentage of total bonus points awarded of maximum allowable points is non-cumulative and is the percentage of points to be awarded to a contractor based on the total qualified minority business participation.

Bonus points shall be calculated based only upon total points available for scoring written proposal (points for oral interviews shall not be used in calculation). Bonus points are not applicable to the prime but rather to subcontractors and material suppliers contracted by the prime. All proposed qualified minority businesses shall provide a letter of participation on its own letterhead and signed by the chief operating office stating the actual dollar amount or percentage of work to be completed by its own forces. This information shall be submitted in the proposal.

A MBE business is an entity that is at least 51% owned, operated, and controlled by a minority person. Minority persons are African-Americans, Native-Americans, Hispanic-Americans, Asian–Americans, and women. Additionally, MBEs must have current certification of its MBE status granted/authorized by a Federal Agency or State of Florida, local, county or agency.

Remainder of page left blank intentionally

PROPOSAL FORMAT SECTION 3

3-1 PROPOSAL FORMAT

- 1. Table of Contents The table of contents should outline in sequential order the major areas of the proposal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents.
- Transmittal Letter (On Company Letterhead) Indicate the proposer's interest in the services, and the
 proposer's commitment to the same. A legal representative of the proposer, authorized to bind the proposer
 in contractual matters, must sign the transmittal letter.
- 3. Company Overview/Qualifications of Firm legal name of proposer submitting the proposal, address, telephone number, e-mail address, contact person, number of years in business, whether the proposer is local, regional, or national.

In a matrix format list the following information: owners and or partners and managers of the proposer, include names, addresses, and phone numbers. Indicate the office address where supervisors would be located when not on the road and provide the 24-hour a day contact number.

Sample Matrix:

Name, Title, Address & Phone number	Years of Experience	Years with Proposer	Certifications or Licenses

Additionally, specify whether the proposer is a corporation, sole proprietor, or partnership. Document whether or not our company is a Minority or Woman owned Business. The proposer must be established as a legal entity in the State of Florida. Include a reproduction of Corporate Charter Registration, M/WBE certification and other certifications and licenses.

- 4. Experience of Staff Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to perform as management, support or guards for the City. (Please enclose resumes listing at least a ten year work history.)
- 5. Past Projects- In a matrix format list at least five past projects examples, include at a minimum: name and address of company, contact person, telephone number and a general description of the work performed, annual contract amount and dates of performance.

Name & Address of Company	Contact Person	Phone Number	Dates Services Provided: Start - End	Description of work performed	Number of Guards Assigned (Armed\Un armed)	Type of Contract (private or government)

- 6. Equipment/Uniforms-provide a list and description of the uniforms and equipment that will be used to provide services. Specify what equipment each security guard will have including cell phones, radios, flashlights, body cameras, raincoats, etc. Provide the make, model, year, mileage, and condition of the automobiles and off street motorized carts owned or leased by your firm to be utilized for this contract. Describe your procedures and time frame for providing backup vehicles should the assigned vehicle(s) fail to operate.
- 7. Classifications of Guards, Training, etc. provide the different classifications of security guards your firm employs. Provide a detailed description of the training, licenses, and experience required for each classification. Describe your employee screening, hiring, and training practices (a training manual may be

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submitted). Describe your procedures and incentives (including benefits such as health insurance and wages) to retain qualified security guards and specify your retention rate. Specify the number and classification of guards currently employed with your firm and the number of years they have been employed with your firm (in matrix format).

- 8. Management and Supervisory Personnel-provide a complete list of the number of managers, supervisors, and other staff employed at the office location from which service will be provided. Provide a resume for each.
- 9. Supervisory/Check In Procedures-describe your procedures for follow up by supervisors. How often do supervisors visit each location to ensure procedures are followed? What is your check reporting procedure to ensure that guards have arrived at each post? What is your procedure and timeframe for providing replacements for no-show or ill guards? What is your procedure for replacing guards at meals or breaks?
- **10. References** provide a list(in matrix format) of at least six current and former major customers, including the company name, contact person, address, telephone and fax numbers, description of services and length of time services provided.
- **11. Disputes, Litigation and Defaults** provide a history of all prior litigation, arbitration, mediations, claims or contract defaults involving your firm for the past five (5) years. Disclose the results, including the amount of settlement, if any.
- 12. Local Vendor Preference provide the necessary information to qualify as a local business under the City's preference for local vendors including the location of proposer's permanent, physical place of business, the applicable business tax receipt and certificate of occupancy.
- 13. Fee Proposal Sheet (In a separate sealed envelope, clearly state "Cost Proposal)
- 14. Required Forms
- 15. Addenda
- **16.** Proposal Matrix listing Sections and pages of Evaluation Criteria information outlined in Section 5 Evaluation Process.

Remainder of page left blank intentionally

INSURANCE REQUIREMENTS

SECTION 4

The successful firm or individual entering a resulting contract with the City shall provide, pay for, and maintain in full force and affect at all times during the services to be performed insurance as set forth below:

Type of Coverage	Amount of Coverage
Professional liability	\$1,000,000 per occurrence
Contractual, insurance broad form property, Independent contractor, personal injury)	\$3,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$1,000,000 single limits
Worker's Compensation, as applicable	\$1,000,000 per accident \$1,000,000 disease each employee
Including employer's liability insurance	\$1,000,000 disease policy limit \$1,000,000 per occurrence

The successful firm must maintain in full force and effect, during the life of this engagement, Standard Professional Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) each occurrence with a maximum deductible of Twenty Thousand Dollars (\$20,000.00). Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of any services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

The commercial general liability and excess liability policies will name the City as an additional insured, and proof of such coverage shall be furnished to the City by way of an endorsement to same or a certificate of insurance no later than ten (10) days prior to the provision of services under the awarded contract and upon renewal of each policy each year the awarded contract remains in effect and for a period of one (1) year after the termination of the contract. All such insurance must be with an insurance carrier approved and authorized to do business in the state of Florida, and who must have a rating of no less than "excellent" by A.M. BEST, or as mutually agreed upon by the City and the successful Respondent. All such insurance policies may not be modified or terminated without the express written authorization of the City. The insurance requirements set forth herein may be modified by the City in its sole discretion in competitive negotiations.

Misrepresentation of any material fact, whether intentional or not, regarding the Respondent's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any resulting. Evidence of ability to obtain appropriate insurance coverage shall be provided in each proposal.

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Riviera Beach Attn: Marie Sullin, Risk Manager 2051 MLK Blvd. Riviera Beach, FL 33404 Email: msullin@rivierabch.com

EVALUATION OF QUALIFICATIONS

SECTION 5

5-1 GENERAL OVERVIEW

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFP. A responsive proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is a timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

The City will assemble a Selection Committee comprised of qualified City staff or other persons selected by the City. The Selection Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted.

As part of the proposal evaluation process, the City may conduct a background investigation including a record check by the Riviera Beach Police Department. Proposer's submission of a proposal constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining proposal qualifications. The evaluation of proposals shall be to establish the ranking order of the Respondents. The Evaluation Committee shall evaluate all responsive proposals to establish the final ranking order.

The selection of Proposers shall be based on the three (3) highest scores for written proposals unless the Selection Committee decides that oral interviews are required. Oral interviews shall be optional, however, if in the City's sole discretion oral interviews are required, then selection shall be based upon the three (3) highest combined scores for both the written proposal and oral interview. The City reserves the right to reject any or all offers or to accept any offers which is in its best interest. The City also reserves the right to waive any informalities, irregularities and technicalities in procedure.

The City reserves the right, before qualifying any Proposer, to require the Proposer to submit such evidence of qualifications and any current or updated information that was requested in the RFP as it may deem necessary, and may consider any information available to it of the financial, technical, and other qualifications and abilities of a Proposer, including past performance with other governmental agencies. Proposers are advised that requests for additional information or site visitation are not to be construed as an in indication that a Proposer will receive or is in the best position to receive a contract award.

The Purchasing Department will prepare and submit a recommendation to the user department which will then submit the appropriate agenda item to the City Manager.

The City Manager will submit a recommendation for approval to the City Council of the City of Riviera Beach.

The City Council will award a contract or reject any or all proposal(s). Furthermore, the City Council may, in its discretion, interview proposers and evaluate and aware a contract based upon the criteria set forth herein.

The City reserves the right to cancel this RFP, or portions thereof, without penalty at any time.

5-2 EVALUATION CRITERIA

A maximum total number of points are set out in the table following this discussion. Each category of evaluation criteria will be broken down further with points assigned to each. When appropriate, points will be awarded based upon a quantitative review of the proposals. In the award of other points, members of the Selection Committee will utilize a multiplier value to indicate the degree to which, in their opinion, the Proposer satisfies the evaluation criteria.

The following qualitative guidelines will be used for assigning a multiplier value:

Outstanding Proposal: Highly comprehensive, excellent reply that meets all of the requirements of the areas within that category. In addition, the proposal covers areas not originally addressed within the RFP category and includes additional information and recommendations that would prove both valuable and beneficial to the agency. This proposal is considered to be an excellent standard, demonstrating the Proposer's authoritative knowledge and understanding of the project.

Excellent Proposal: Provides useful information, while showing experience and knowledge within the category. The proposal is well thought out and addresses all requirements set forth in the RFP. The Proposer provides insight into its experience, knowledge and understanding of the subject matter. **Good Proposal:** Meets all the requirements within the category and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter. This proposal demonstrates an above average performance with no apparent deficiencies noted.

Fair Proposal: Meets the requirements in the category in an adequate manner. This proposal demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by the Proposer.

Inadequate Proposal: Minimally meets the requirements in the category.

Failed Proposal/ No Proposal (no points awarded): Does not meet the requirements for the category

Proposals will be evaluated on a "best value" basis using the stated evaluation criteria listed below. When assessing criteria, a 1-10 scale will be used then be multiplied by the points assigned to the criteria.

Multiplier	Guidance		
Value			
10	Outstanding-exceptional couldn'		
9-8	Excellent- insightful propo	osal	
7-6	Good - more than adequate p	roposal	
5-4	Fair proposal- no special ins	sights	
3-1	Inadequate proposal		_
0	Failed/ No proposal		
	Criteria	Points	
Firms Quali	fications	35	
Experience	of Staff	20	
Past Project	ts	20	
Local Vendo	or	15	
W/MBE Part	icipation	15	
Disputes, Li	tigation and Defaults	20	
Fee Propos	al	30	
Total Availa	able Points for Written Submittal	160	
Possible Bo		16	
TOTAL POI	NTS: WRITTEN AND BONUS	176	

EVALUATION CRITERIA

Criteria	Possible Multiplier Points	Multiplier Points Awarded by Committee Member	Points Assigned to Criteria	Total Points	Max Point Value
COMPANY OVERVIEW AND QUALIFICATIONS					
To include the proposer's years of experience, licenses, equipment, references, other pertinent information to demonstrate that the proposer has capacity necessary to perform the work as required.	0-10		3.5		35
STAFF EXPERIENCE Experience of and resume of proposed personnel assigned to the	0-10		2		20
services					
PAST PROJECTS Experience in providing security guard services for similar size engagements.					
Project = 2 points per project for a max of 20 points .					
*In matrix format, indicate specifically governmental or non-governmental contract, the nature and extent of the work performed by the firm on prior similar projects, please include the number of assigned officers to each project site.	0-10		2		20
DISPUTES, LITIGATION AND RESOLUTION					
 Present or Past Litigation\ Disputes within the last three years: No Disputes\Litigation or Resolutions = 10 points One or more Disputes\Litigation or Resolutions = 5 points 	5 or 10				10
LICENSE SANCTIONED					
License Sanctions within the last three years	5 or 10				10
 No Sanctions = 10 points One or more Sanctions = 5 points 					······
Principal Office Location and Local Participation (Max of 15 points) The proposer's approach to maximize utilization of local resources to provide the requested services including location of the proposer's corporate office as evidenced by registration with the Florida Department of State 12 months prior to the issue date of this RFP.					15
Location Within:Riviera Beach15Palm Beach County10Florida05Outside Florida02					

E_____

Criteria	Possible Multiplier Points	Multiplier Points Awarded by Committee Member	Points Assigned to Criteria	Total Points	Max Point Value
FEE PROPOSAL (Max of 30 points)					
Lowest Average Fixed Hourly Rate =3 Lowest Average Fixed Hourly Rate =3 to 120% of lowest amount =2.5 Lowest Average Fixed Hourly Rate between 121% and 135% of lowest amount =2 Lowest Average Fixed Hourly Rate between 136% and 150% of lowest amount =1.5 Lowest Average Fixed Hourly Rate between 151% and greater of the	10				30
OWNERSHIP/PARTICIPATION (Max of 15 points)					
M/WBE OWNED = 1.5 pts				,	
Meet or Exceeds 15% participation = 1 pts	10				15
<pre>< 15% participation = .5 pts TOTAL WRITTEN POINTS</pre>					
					160
Bonus Points for maximizing MBE participation (subs and suppliers Only) Up to 10% of the Points Awarded for written proposal. Please refer to schedule listed in section 2-2 (H) of the RFP.	0%-10%				16
TOTAL POINTS: WRITTEN AND BONUS					176
POINTS FOR ORAL INTERVIEWS (Optional) The interview evaluation focuses on the communication skills of the proposers: Do they express thoughts and ideas clearly? How does the team interact with each other? How will they interact with City' staff? How effective are each of the Project Executive and Project Superintendent? How complete and thorough is their understanding of the Project? How responsive and comprehensive are the answers to questions?					
A. Communications Skills	0-10				20
B. Understanding of the Project	0-10		2		20
C. Answers to Questions	0-10		2		20
TOTAL POINTS: ORAL INTERVIEW –if necessary					60
TOTAL POINTS WRITTEN, ORAL, & BONUS					236

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FEE PROPOSAL

** Please enter the price of services as a Unit per Hour for each Period of Performance in the Table below.

Period of Performance March 1, 2015 – December 31, 2016

Line Item	Description	Unit	Unit Price
001	Security Officer, Unarmed	Per Hour	
002	Security Officer, Armed	Per Hour	

Period of Performance January 1, 2017 - December 31, 2017

Line	Description	Unit	Unit Price
Item			
001	Security Officer, Unarmed	Per Hour	
002	Security Officer, Armed	Per Hour	

Period of Performance January 1, 2018 – December 31, 2018

Line Item	Description	Unit	Unit Price
001	Security Officer, Unarmed	Per Hour	
002	Security Officer, Armed	Per Hour	

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Reference Sheet: RFP 476-14

Please select six (6) references from your information on prior projects submitted in proposal to this RFP, and list the reference below for contacting purposes.

....

	Company Name and Address	Contact Person, Phone, Fax and Email
1		
2		
3		
4		
5		
6		



City of Riviera Beach Purchasing Department

2391 Avenue L, Riviera Beach, FL 33404 Phone: (561) 845-4180 Fax: (561) 842-5105

www.rivierabch.com

City Of Riviera Beach City Council

Thomas A. Master, Mayor

District 1 Bruce A. Guyton

District 2 Judy L. Davis, Chair Pro-Tem

District 3 Cedrick A. Thomas

> **District 4** Dawn S. Pardo Chair Pro-Tem

District 5 Terence "TD" Davis

> City Manager Ruth C. Jones

"The Best Waterfront City in which to Live, Work, & Play" **REFERENCE MEMO**

TO: Company Name: Address: City, State Zip: Contact: Email:

FROM: Pamela Daley, Interim Purchasing Manager **SUBJECT:** Contractor Reference: RFP 476-14 Security Guard Services

Your Company was listed as a Reference for a contractor applying for the above mentions solicitation with the City of Riviera Beach. The City requires that all contractors applying for a solicitation submit reference information regarding work they have performed with owners and subcontractors within the last seven years.

We would like to request that you have the appropriate person complete the attached reference sheet on the contractor and return the reference sheet directly to our office via fax, e-mail or USPS-mail at your earliest convenience. Please do not send the reference sheet back to the contractor

We ask that you please email the reference sheet to our office no later than February 28, 2015.

Our contact information is as follows:

City of Riviera Beach Purchasing Department Attention: Pamela Daley, Interim Purchasing Manager 2391 Avenue "L" Riviera Beach, FL 33404 Phone: 561.845.4180 Fax: 561.845.4081 pdaley@rivierabch.com

Thank you for your assistance.

REQUIRED FORMS

IN ADDITION TO A FORMAL PROPOSAL, THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL.

- 1. NOTIFICATION OF PUBLIC ENTITY CRIMES LAW
- 2. DRUG FREE WORKPLACE
- 3. CORPORATE AFFIDAVIT
- 4. INDEMNIFICATION CLAUSE
- 5. NON- COLLUSION AFFIDAVIT
- 6. TRUTH IN NEGOTIATIONS CERTIFICATE
- 7. SCHEDULES 1 & 2

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH THE PROPOSAL IN ACCORDANCE WITH THE RFP. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.

IT IS THE PROPOSER'S RESPONSIBILITY TO CONTACT THE PURCHASING DEPARTMENT PRIOR TO SUBMITTING A PROPOSAL TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ANY AND ALL SUCH ADDENDA AND RETURN EXECUTED ADDENDA WITH ITS PROPOSAL.

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PUBLIC ENTITY CRIMES AFFIDAVIT

DATE:

SWORN STATEMENT UNDER SECTION 287.133(3) (A), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

- 1. This sworn statement is submitted to the City of Riviera Beach, Palm Beach County, FL by individual's (print name and title) for (print name of entity submitting sworn statement) whose business address is and, (if applicable) its Federal Employer Identification Number (FEIN) is (if the entity has no FEIN, include Social Security Number of the individual signing this sworn statement:
- 2. I understand that a "public entity crime" as defined in Paragraph 287.133 of the Florida Statutes, means a violation of any state or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" is defined by the Statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" is defined in Section 287.133(1) (a), Florida Statutes, and means:
 - (A) A predecessor or successor of a person convicted of a public entity crime; or
 - (B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a

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public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applied to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate by placing a check in front of the statement which applies):

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there was a subsequent proceeding before a Hearing Officer of the State of Florida Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY, PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE AFFECTING THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS SWORN STATEMENT.

(Signature)

(Date)

Attachment "A"

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1

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, ______, who is personally known to me or who has produced as identification, and who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20__.

Signature of Notary Public

Name of Notary Public

Title or Rank

Serial Number, if any

(SEAL) My commission expires:

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with section 287.087, Florida Statutes, hereby certifies that does: (Name of Business)

- 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 prohibition.
- 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 employees 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 *Florida Statutes*, 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 such 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.

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

Proposer's Signature

Date

AFFIDAVIT FOR CORPORATION

STATE OF FLORIDA) COUNTY OF)

_____, is ______ (title) of the

(corporation described herein) being duly sworn, deposes and says that he is familiar with the books of the said corporation showing its financial position; that the foregoing statements are a true and accurate statement of the financial position of said corporation as of the date hereof; and, that the statements and answers to the interrogatories of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and that the City of Riviera Beach considers such action on the part of the applicant to constitute good cause for denial, suspension or revocation of a(n) existing work or contracts being performed by the Proposer for the City of Riviera Beach.

(Officer must also sign here)

Sworn to before me this ____ day of _____, 2015, by _____(name of affiant). He/she is personally known to me or has produced ______(type of identification) as identification.

_____ (Notary) SEAL

INDEMNIFICATION CLAUSE

The parties agree that one percent (1%) of the total compensation paid to Proposer for the work of the contract shall constitute specific consideration to Proposer for the indemnification to be provided under the Contract. The Proposer shall indemnify and hold harmless the City Commission, the City of Riviera Beach, and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Proposer or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes.

Proposer's Name	Signature	Date
State of	-	
County of		
The foregoing instrument was acknowle	edged before me this	day of
2015, by	, who is	s (who are) personally known to me or
who has produced		
oath.		
Notary Public Signature		
Notary Name, Printed, Typed or Stampe	ed	
Commission Number:		
My Commission Expires:		

NON-COLLUSION AFFIDAVIT

State o	f)
County	of)
that:	being first duly sworn deposes and says
(1)	He/she is the
(2)	He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
(3)	Such proposal is genuine and is not a collusive or sham proposal;
(4)	Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Contractor, firm or person to fix the price or prices in the attached proposal or of any other Contractor, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Contractor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

(5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

.

NON-COLLUSION AFFIDAVIT

Signed, sealed and delivered In the presence of:

Ву:

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____,

2015, by_____, who is personally known to me or who has produced

_____as identification and who did (did not) take an oath.

WITNESS my hand and official seal

NOTARY PUBLIC

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

TRUTH IN NEGOTIATIONS CERTIFICATE

This is to certify that, to best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to the Contracting Officer or the Contracting Officer's representative in support of *

complete, and current as of **

are accurate,

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between proposer and the City that are part of the proposal.

FIRM:	
SIGNATURE:	
NAME:	
TITLE:	
DATE:	**:

*Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached, of, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close to practicable to the date when the price negotiations were concluded and the contract price was agreed to.

	SCHEDULE 1	
	PARTICIPATION FOR MBE CONTRACTORS/PROPOSERS	RS/PROPOSERS
BID/RFP ("BID) TITLE:		BID NUMBER:
NAME OF PRIME BIDDER:		BID OPENING DATE:
CONTACT PERSON:	TELEPHONE NO.	DEPARTMENT:
	CONTRACT AMOUNT - MBE	ßE
NAME, ADDRESS & TELEPHONE NUMBER OF MBE CONTRACTOR	TYPE & DESCRIPTION OF WORK TO BE PERFORMED	CERTIFICATION
		PALM BEACH COUNTY STATE OTHER
3.		PALM BEACH COUNTY STATE OTHER
		PALM BEACH COUNTY STATE OTHER
4.		PALM BEACH COUNTY STATE OTHER
6		PALM BEACH COUNTYSTATEOTHER
TO BE COMPLETED BY PRIME BIDDER:		
BID/RFP PRICE: \$	TO Page 35	TOTAL % PARTICIPATION:

<u>....</u>

JMBER: SCHEDULE 2 LIAISON:	LETTER OF INTENT TO PERFORM AS A MINORITY BUSINESS ENTERPRISE (NAME OF PRIME BIDDER)	The undersigned intends to perform work in connection with the above BID as (Check one): an individual a corporation a partnership a joint venture	The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed)	as the following price: \$ (Amount must match subcontractor's quote) (Amount must match subcontractor's quote) You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows: Projected Items Commencement Date Completion Date	% of the dollar value of the subcontract will be sublet and/or awarded to minority contractors and/or minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.	(NAME OF MINORITY BUSINESS ENTERPRISE CONTRACTOR) BY: (SIGNATURE OF MINORITY BUSINESS ENTERPRISE CONTRACTOR)	nment "A"
BID NUMBER:	TO: (NAME O	The undersigne an indivi The unde	The undersigne	as the following price: You have projected th <u>Items</u>	% of t agreement for th	DATE	

Attachment "A"

:-----.

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ADDENDUM NO. ONE (1)

March 9, 2015

CITY OF RIVIERA BEACH RFP NO. 476-14 SECURITY GUARD SERVICES

TO ALL PROPOSERS ON THE ABOVE PROJECT: PLEASE NOTE CONTENTS HEREIN AND AFFIX (PASTE OR STAPLE) TO PROPOSAL DOCUMENTS YOU HAVE ON HAND.

The following statements supersede and supplant corresponding items in the above subject proposal as follows:

GENERAL INFORMATION:

I. CHANGE: SECTION 1-1 SCOPE OF SERVICES

REMOVE:

CITY HALL SECURITY GUARDS:

Proposers shall provide two (2) armed guards to be stationed at the lobby entrance of City Hall. Security Guard personnel shall be individually scheduled on staggered shifts as follows:

- First Guard- 7:30 A.M. to 4:30 P.M.
- Second Guard-9:00 A.M. to 6:00 P.M.

Security Guard personnel shall be required to promptly report to the City's Police Department upon start of their respective shifts. At that time, guards will be provided radios for emergency communication with police dispatch and to receive any special instructions to carry out their daily assignments.

Duties for City Hall Guards:

- Open City Hall at 7:30
- Lock City Hall at 5:30 p.m. (unless there is a late meeting)
- Operate the metal detector in the lobby
- Inspect packages, backpacks, briefcases, bags for weapons
- Periodically, throughout the day, walk through the lobby area

REPLACE:

CITY HALL SECURITY GUARDS:

Proposers shall provide two (2) armed guards to be stationed at the lobby entrance of City Hall. Security Guard personnel shall be individually scheduled on staggered shifts as follows:

- First Guard- Monday thru Friday: 7:30 A.M. to 4:30 P.M.
- Second Guard-<u>Monday thru Friday</u>: 9:00 A.M. to 6:00 P.M.

Security Guard personnel shall be required to promptly report to the City's Police Department upon start of their respective shifts. At that time, guards will be provided radios for emergency communication with police dispatch and to receive any special instructions to carry out their daily assignments.

Duties for City Hall Guards:

- Open City Hall at 7:30 Monday thru Friday
- Lock City Hall at 5:30 p.m. (unless there is a late meeting) Monday thru Friday
- Operate the metal detector in the lobby
- Inspect packages, backpacks, briefcases, bags for weapons
- Periodically, throughout the day, walk through the lobby area

REMOVE:

MUNICIPAL MARINA SECURITY GUARDS:

Required Hours:

• Monday through Thursday -12:00 A.M. to 8:00 A.M Friday and Sunday – 8:00 A.M to 4:00 P.M.; 11:00 A.M. to 7:00 P.M. (Overlap); 12:00 A.M. to 8:00 A.M.

REPLACE:

MUNICIPAL MARINA SECURITY GUARDS:

Required Hours:

• Monday through Thursday -12:00 A.M. to 8:00 A.M

Friday thru Sunday - 8:00 A.M to 4:00 P.M.; 11:00 A.M. to 7:00 P.M. (Overlap); 12:00 A.M. to 8:00 A.M.

SPECIFICATIONS:

I. REQUEST FOR INFORMATION (RFI) PLEASE SEE ATTACHED DOCUMENTS.

It will be required that Addendum No. 1 be signed in acknowledgment of receipt and that it be attached to the proposal when same is submitted at 3:30 p.m., Tuesday, March 17, 2015 at the office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida. For information on this PROPOSAL, please contact:

Purchasing Department 2391 Avenue "L" Riviera Beach, FL 33404 (561) 845-4180; (561) 842-5105 - fax

NAME OF COMPANY

BIDDER'S SIGNATURE

DATE: _____

. . .

RFP 476-14 SECURITY GUARD SERVICES RFI1

Command Security Corporation

Command Security Corporation would like to ask the following question:

Question #1

Section I, General Information, 1-2 Proposal Submission and Opening, it is required to submit two (2) original proposals and seven (7) sets on CDs, DVDs or USBs. Can this be modified to one (1) original and seven (7) copies on CDs, DVDs or USBs? Otherwise notarized documents need to be done twice.

Answer: The City will accept one (1) orginal proposal and seven (7) ditigal sets on CDs, DVDsor USBs.

Question #2

Section I, General Information, Municipal Marina Security Guards (Page 5) states the shifts cover needs for each location. However, during the pre-bidding meeting the hours explained were different and as follow:

Mon-Fri from 12:00am to 08:00am (overnight shift only) Sat-Sun around-the clock until Monday 08:00am Can you confirm?

Answer: Correct the current hours are as stated; however, hours are subject to change depending on operations of the Marina.

• Monday through Thursday -12:00 A.M. to 8:00 A.M Friday thru Sunday – 8:00 A.M to 4:00 P.M.; 11:00 A.M. to 7:00 P.M. (Overlap); 12:00 A.M. to 8:00 A.M.

A & Associates

A& Associates would like to ask the following questions:

Question #1 Present vendor(s)? Answer:Best Protective Services Question #2 Award date(s)? Answer: August 28th, 2013

Question #3

Hourly billing rates for each category at the time of award?

Answer: Please see attached Cost Proposal sheets

Question #4 Prevailing wage requirement at time of award? Answer: There are no Federal Funds associated with this contract.

-

RFP 476-14 SECURITY GUARD SERVICES RFI1 (cont.)

Question #5 Current billing rates? Answer: Please see attached Cost Proposal sheets

Question #6

Bid tabulation from current award? Answer: The current contract was due to an emergency replacement of the previous awared firm.

Question #7

What is the current budget for the contract? Answer: Please see attached Cost Proposal sheets

All Pro Security Services

All Pro Security Services would like to ask the following questions:

Question #1

How many days of the week are the guards required to be on duty? Answer: Please see the schedule listed below:

CITY HALL SECURITY GUARDS:

Proposers shall provide two (2) armed guards to be stationed at the lobby entrance of City Hall. Security Guard personnel shall be individually scheduled on staggered shifts as follows:

- First Guard- 7:30 A.M. to 4:30 P.M.
- Second Guard-9:00 A.M. to 6:00 P.M.

Security Guard personnel shall be required to promptly report to the City's Police Department upon start of their respective shifts. At that time, guards will be provided radios for emergency communication with police dispatch and to receive any special instructions to carry out their daily assignments.

Duties for City Hall Guards:

- Open City Hall at 7:30
- Lock City Hall at 5:30 p.m. (unless there is a late meeting)
- Operate the metal detector in the lobby
- Inspect packages, backpacks, briefcases, bags for weapons
- Periodically, throughout the day, walk through the lobby area

MUNICIPAL MARINA SECURITY GUARDS:

Proposers shall provide one (1) unarmed security guard to patrol by foot and cart the entire Municipal Marina property ensuring patron, customers and employee's safety, in accordance with the City of Riviera Beach guidelines and Homeland Security policies. Security Guard personnel shall be individually scheduled on staggered shifts.

Required Hours:

Monday through Thursday -12:00 A.M. to 8:00 A.M

RFP 476-14 SECURITY GUARD SERVICES RFI1 (cont.

• Friday Thru and Sunday – 8:00 A.M to 4:00 P.M.; 11:00 A.M. to 7:00 P.M. (Overlap); 12:00 A.M. to 8:00 A.M. Security Guard personnel shall be required to promptly report to the Riviera Beach Municipal Marina Security Office upon start their respective shifts. At that time, guards will be provided a security cell phone and receive any special instructions required to carry out their daily assignments

Question #2

Is there an area for storage/parking of the cart? Does the cart have to be gas or electric? If electric is there an outlet for charging? Answer: Yes, we currently use electric carts and there is an area for charging

Question #3

Is there a Guard requirement for Saturday? Answer: Yes, please refer to your question #1.

Question #4

How many vehicles are required, i.e. motorized off-street carts and licensed motor vehicles?

Answer: None at this point, Marina provides carts.

Question #5 Who currently provides Security Services? Answer:Best Protective Services

Question #6

What is the level of satisfaction with the current provider? Answer: The City has no registered complaints on file.

Question #7

What is the current hourly bill rate by position?

Answer: Please see attached Cost Proposal sheets.

Andy Frain Services

Andy Frain Services would like to ask the following questions:

Question #1

The referenced RFP has an MBE objective of 15%.

The scope of work is less than 200 hours per week.

The net is 163 hours per week. The end result is to have a vendor take responsibility and the associated risk of an MBE partner for the liability potential, liquidated damages ,etc. for virtually no profit.

Is there an exception to the this requirement?

Can a vendor response take exception to the requirement citing the above rationale?

Answer: The MBE and Local Participation are established as goals only.

RFP 476-14 SECURITY GUARD SERVICES RFI1 (cont.)

Delad Security, Inc.

Delad Security, Inc. would like to ask the following questions:

Question #1

Name of the current security company providing Security Service for the RFP 476-14

Answer: RFP 476-14 is this current soliciatation and it has not been awared. The vendor currently performing Security Services for the City is Best Protective Services.

Question #2

Length of Service of the Security Company as a Vendor with the City of Riviera Beach

Answer: Awarded date, August 28th, 2013.

Question #3

Current Billing Rate of the Security Company for the existing Security Guard Service

Answer: Please see attached Cost Proposal sheets.

Question #4

Total number of hours for the security guard service

Answer: Plesae base your hours on the scheduleded listed below, however hours are subject to change.

CITY HALL SECURITY GUARDS:

Proposers shall provide two (2) armed guards to be stationed at the lobby entrance of City Hall. Security Guard personnel shall be individually scheduled on staggered shifts as follows:

- First Guard- 7:30 A.M. to 4:30 P.M.
- Second Guard-9:00 A.M. to 6:00 P.M.

MUNICIPAL MARINA SECURITY GUARDS:

Proposers shall provide one (1) unarmed security guard to patrol by foot and cart the entire Municipal Marina property ensuring patron, customers and employee's safety, in accordance with the City of Riviera Beach guidelines and Homeland Security policies. Security Guard personnel shall be individually scheduled on staggered shifts.

Required Hours:

Monday through Thursday -12:00 A.M. to 8:00 A.M

• Friday Thru and Sunday – 8:00 A.M to 4:00 P.M.; 11:00 A.M. to 7:00 P.M. (Overlap); 12:00 A.M. to 8:00 A.M.

RFP 476-14 SECURITY GUARD SERVICES RFI1 (cont.

Securitas Security Services USA, Inc

Securitas Security Services, Inc. would like to ask the following questions:

Question #1

Can you please confirm the number of weekly hours of coverage required at both the city hall and marina?

Answer: Plesae base your hours on the scheduleded listed below, however hours are subject to change.

CITY HALL SECURITY GUARDS:

Proposers shall provide two (2) armed guards to be stationed at the lobby entrance of City Hall. Security Guard personnel shall be individually scheduled on staggered shifts as follows:

- First Guard- 7:30 A.M. to 4:30 P.M.
- Second Guard-9:00 A.M. to 6:00 P.M.

MUNICIPAL MARINA SECURITY GUARDS:

Proposers shall provide one (1) unarmed security guard to patrol by foot and cart the entire Municipal Marina property ensuring patron, customers and employee's safety, in accordance with the City of Riviera Beach guidelines and Homeland Security policies. Security Guard personnel shall be individually scheduled on staggered shifts.

Required Hours:

• Monday through Thursday -12:00 A.M. to 8:00 A.M

• Friday Thru and Sunday – 8:00 A.M to 4:00 P.M.; 11:00 A.M. to 7:00 P.M. (Overlap); 12:00 A.M. to 8:00 A.M.

Question #2

Could you please provide the budget or bill rate information for the current contract?

Answer: Please see attached Cost Proposal sheets.

Question #3

Is it the intent of the city to award the contract for both locations to one vendor or is there the possibility that the unarmed work could be awarded to one vendor and the armed work awarded to another?

Answer: It is the intent of the City to awarded one Security Guard Service Contract.

<u>....</u>

Recommended Security Strategy #1 Riviera Beach Municipal Marina

Security Strategy #1 - one officer only:

This first cost proposal is based on the configuration of one (1) officer working sixteen (16) hours per day, seven (7) days per week plus one security golf cart:

16 man hours x 7 shifts = 112 man hours per week

Total of: 112 man hours per week x 52 weeks per year = 5,824 man hours per year/12 months =

485.33 man hours per month *

1,456 man hours in 3 months

2,912 man hours in 6 months

4,368 man hours in 9 months

5,824 man hours in 12 months (*estimated due to number of days in month)

Armed Services

Cost per week for Armed services:	
\$17.00 per hour x 112 hours per week +\$75 Golf Cart =	\$1,979.00
Cost per month for Armed services:	
\$17.00 per hour x 485.33 hours per month+\$325 Golf Cart =	\$8,576.00
Cost per 3 months for Armed services:	
\$17.00 per hour x 1,456 hours per 3 months +\$975 Golf Cart =	\$25,727.00
Cost per 6 months for Armed services:	
\$17.00 per hour x 2,912 hours per 6 months +\$1,950 Golf Cart =	\$51,454.00
Cost per 9 months for Armed services:	
\$17.00 per hour x 4,368 hours per 9 months +\$2,925 Golf Cart =	\$77,181.00
Annual Cost for Armed services:	
\$17.00 per hours x 5,824 hours in 12 months +\$3,900 Golf Cart =	\$102,908.00

....

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Recommended Security Strategy #1 Riviera Beach City Hall Site

Security Strategy #1 - one officer only;

•

This first cost proposal is based on the configuration of one (1) officer working forty (40) hours per week, eight (8) hours per day, Monday through Friday:

8 man hours x 5 shifts = 40 man hours per week

Total of: 40 man hours per week x 52 weeks per year = 2,080 man hours per year / 12 months =

173.33 man hours per month*

520 man hours in 3 months

1,040 man hours in 6 months

1,560 man hours in 9 months

2,080 man hours in 12 months (*estimated due to number of days in month)

Armed Services Cost per week for Armed services: \$17.00 per hour x 40 hours per week =		\$68 0.00
Cost per month for Armed services:		
\$17.00 per hour x 173.33 hours per month	12	\$2,947.00
Cost per 3 months for Armed services:		
\$17.00 per hour x 520 hours per 3 months	a	\$8,840.00
Cost per 6 months for Armed services:		
\$17.00 per hour x 1,040 hours per 6 months	-	\$17,680.00
Cost per 9 months for Armed services:		
\$17.00 per hour x 1,560 hours per 9 months	=	\$2 6,520.00
Annual Cost for Armed services:		
\$17.00 per hours x 2,080 hours in 12 months =	;	\$35,360.00

Recommended Security Strategy #2 Riviera Beach City Hall Site

Security Strategy #2 – two officers: <u>This strategy Security Strategy is recommended due to the size and scope of the property:</u>

This second cost proposal is based on the configuration of two (2) officers working forty (40) hours per week, eight (8) hours per day, Monday through Friday:

2 officers x 8 man hours x 5 shifts = 80 man hours per week

Total of: 80 man hours per week x 52 weeks per year = 4,160 man hours per year / 12 months =

346.66 man hours per month *

1,040 man hours in 3 months

2,080 man hours in 6 months

3,120 man hours in 9 months

4,160 man hours in 12 months (*estimated due to number of days in month)

Armed Services

Cost per week for Armed services: \$17.00 per hour x 80 hours per week =		\$1,360.00
Cost per month for Armed services: \$17.00 per hour x 346.66 hours per month	±	\$5,893.00
Cost per 3 months for Armed services: \$17.00 per hour x 1,040 hours per 3 months		\$17 ,68 0.00
Cost per 6 months for Armed services: \$17.00 per hour x 2,080 hours per 6 months		\$35,360.00
Cost per 9 months for Armed services: \$17.00 per hour x 3,120 hours per 9 months	-	\$53,040.00
Annual Cost for Armed services: \$17.00 per hours x 4,160 hours in 12 months =		\$70,720.00

Recommended Security Strategy #2 Riviera Beach Municipal Marina

Security Strategy #2 - two officers:

Armed Services

n selection

This second cost proposal is based on the configuration of two (2) officers working sixteen (16) hours per day, seven (7) days per week plus one security golf cart:

2 officers x 16 man hours x 7 shifts = 224 man hours per week

Total of: 224 man hours per week x 52 weeks per year = 11,648 man hours per year/12 months=

970.66 man hours per month *

2,912 man hours in 3 months

5,842 man hours in 6 months

8,736 man hours in 9 months

11,648 man hours in 12 months (*estimated due to number of days in month)

Cost per week for Armed services:		
\$17.00 per hour x 224 hours per week +\$75 Golf Cart =		\$3,883.00
Cost per month for Armed services:		
\$17.00 per hour x 970.66 hours per month +\$325 Golf Cart =		\$16,826.00
Cost per 3 months for Armed services:		
\$17.00 per hour x 2,912 hours per 3 months +\$975 Golf Cart	-	\$50,479.00
Cost per 6 months for Armed services:		
\$17.00 per hour x 5,842 hours per 6 months +\$1,950 Golf Cart	=	\$100,958.00
Cost per 9 months for Armed services:		
\$17.00 per hour x 8,736 hours per 9 months +\$2,925 Golf Cart	-	\$151,437.00
Annual Cost for Armed services:		
\$17.00 per hours x 11,648 hours in 12 months +\$3,900 Golf Cart	=	\$201,916.00

NOTICE

ADDENDUM NO. TWO (2)

March 13, 2015

CITY OF RIVIERA BEACH RFP NO 476-14 SECURITY GUARD SERVICES

TO ALL PROPOSERS ON THE ABOVE PROJECT: PLEASE NOTE CONTENTS HEREIN AND AFFIX (PASTE OR STAPLE) TO PROPOSAL DOCUMENTS YOU HAVE ON HAND.

The following statements supersede and supplant corresponding items in the above subject proposal as follows:

GENERAL CONDITIONS:

I. <u>RESPONSE TO RFI's</u>

SPECIFICATION:

PLANSHEETS:

NOTICE:

It will be required that Addendum No. 2 be signed in acknowledgment of receipt and that it be attached to the RFP when same is submitted at 3:30 p.m., Tuesday, March 17, 2015 at the Office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida. For information on this RFP, please contact:

Purchasing Department 2391 Avenue "L" Riviera Beach, FL 33404 (561) 845-4180; (561) 842-5105 - fax

NAME OF COMPANY

BIDDER'S SIGNATURE

DATE: _____

RFP 476-14 SECURITY GUARD SERVICES RFI2

Gloval Inc.

Gloval Inc. would like to ask the following questions:

Question #1: Is it necessary to summit two (2) originals hard copies or we can provide one (1) original and one (1) copy?

Answer: The City will accept one (1) original proposal and seven (7) digital sets on CDs, DVDs or USBs.

Question #2: What type of weapon shall be provided with the Security Guard for the Marina Post? Answer: (Marina) Non-deadly force is all that is required. Standard baton or similar.

Question#3: Is the Security cart for the Marina going to be provided by the City of has to be considered in the offer?

Answer: Marin'a provides carts.

Question #4: Shall we include a guard tour control for the Marina post? If so please provide the specifications. Answer: (Marina) Yes, a GPS or other system suitable for tracking security rounds and locations and times.

Question #5: Is there an estimated date of the beginning of this contract? Answer: The beginning of this contract is estimated to begin on or about June 1, 2015.

Question #6: Please confirm the "required hours" for the Marina Post at page 5, considering this is an error on the weekend shift days.

Answer: Please also see Addendum I attached.

MUNICIPAL MARINA SECURITY GUARDS:

Proposers shall provide one (1) unarmed security guard to patrol by foot and cart the entire Municipal Marina property ensuring patron, customers and employee's safety, in accordance with the City of Riviera Beach guidelines and Homeland Security policies. Security Guard personnel shall be individually scheduled on staggered shifts.

Required Hours:

- Monday through Thursday -12:00 A.M. to 8:00 A.M
- Friday Thru and Sunday 8:00 A.M to 4:00 P.M.; 11:00 A.M. to 7:00 P.M. (Overlap); 12:00 A.M. to 8:00 A.M.

NOTICE

ADDENDUM NO. THREE (3)

March 16, 2015

CITY OF RIVIERA BEACH RFP NO 476-14 SECURITY GUARD SERVICES

TO ALL PROPOSERS ON THE ABOVE PROJECT: PLEASE NOTE CONTENTS HEREIN AND AFFIX (PASTE OR STAPLE) TO PROPOSAL DOCUMENTS YOU HAVE ON HAND.

The following statements supersede and supplant corresponding items in the above subject proposal as follows:

GENERAL CONDITIONS:

I. <u>CHANGE: PROPOSAL DUE DATE AND TIME FROM TUESDAY, MARCH 17, 2015 AT 3:30 PM TO</u> FRIDAY, MARCH 20, 2015 AT 3:30 P.M.

SPECIFICATION:

PLANSHEETS:

NOTICE:

It will be required that Addendum No. 1 be signed in acknowledgment of receipt and that it be attached to the RFP when same is submitted at 3:30 p.m., Friday, March 20, 2014 at the Office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida. For information on this RFP, please contact:

Purchasing Department 2391 Avenue "L" Riviera Beach, FL 33404 (561) 845-4180; (561) 842-5105 - fax

NAME OF COMPANY

BIDDER'S SIGNATURE

DATE: _____

NOTICE

ADDENDUM NO. FOUR (4)

March 17, 2015

CITY OF RIVIERA BEACH RFP NO 476-14 SECURITY GUARD SERVICES

TO ALL PROPOSERS ON THE ABOVE PROJECT: PLEASE NOTE CONTENTS HEREIN AND AFFIX (PASTE OR STAPLE) TO PROPOSAL DOCUMENTS YOU HAVE ON HAND.

The following statements supersede and supplant corresponding items in the above subject proposal as follows:

GENERAL CONDITIONS:

I. <u>CHANGE: ADD AS PAGE 24B RIVIERA BEACH PURCHASING DEPARTMENT CONTRACTOR</u> <u>PRE-QUALIFICATION REFERENCE SHEET - NOTE: FORM TO BE RETURNED TO THE</u> <u>PURCHASING DEPARTMENT ON OR BEFORE MARCH 30, 2015. - THIS DOES NOT AFFECT THE</u> <u>CLOSE DATE FOR SUBMITTAL ON MARCH 20, 2015 @ 3:30PM.</u>

SPECIFICATION:

PLANSHEETS:

NOTICE:

It will be required that Addendum No. 4 be signed in acknowledgment of receipt and that it be attached to the RFP when same is submitted at 3:30 p.m., Friday, March 20, 2015 at the Office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida. For information on this RFP, please contact:

Purchasing Department 2391 Avenue "L" Riviera Beach, FL 33404 (561) 845-4180; (561) 842-5105 - fax

NAME OF COMPANY

BIDDER'S SIGNATURE

DATE: _____



City of Riviera Beach Purchasing Department

2391 Avenue L, Riviera Beach, FL 33404 Phone: (561) 845-4180 Fax: (561) 842-5105

www.rivierabch.com

City Of Riviera Beach City Council

Thomas A. Master, Mayor

District 1 Bruce A. Guyton

District 2 Judy L. Davis, Chair Pro-Tem

District 3 Cedrick A. Thomas

District 4 Dawn S. Pardo Chair Pro-Tem

District 5 Terence "TD" Davis

> City Manager Ruth C. Jones

"The Best Waterfront City in which to Live, Work, & Play"

REFERENCE MEMO

TO: Company Name: Address: City, State Zip: Contact: Email:

FROM: Pamela Daley, Interim Purchasing Manager **SUBJECT:** Contractor Reference: RFP 476-14 Security Guard Services

Your Company was listed as a Reference for a contractor applying for the above mentions solicitation with the City of Riviera Beach. The City requires that all contractors applying for a solicitation submit reference information regarding work they have performed with owners and subcontractors within the last seven years.

We would like to request that you have the appropriate person complete the attached reference sheet on the contractor and return the reference sheet directly to our office via fax or e-mail at your earliest convenience. Please do not send the reference sheet back to the contractor

We ask that you please email or fax the reference sheet to our office no later than March 30, 2015.

Our contact information is as follows:

City of Riviera Beach Purchasing Department Attention: Pamela Daley, Interim Purchasing Manager 2391 Avenue "L" Riviera Beach, FL 33404 Phone: 561.845.4180 Fax: 561.845.4081 pdaley@rivierabch.com

Thank you for your assistance.

Riviera Beach Purchasing Department Contractor Pre-Qualification Reference Sheet

Company Seeking Pre-Qualification				
Reference Company:				Date Received
Reference Name and Title				· · · · · · · · · · · · · · · · · · ·
	EXCELLENT	GOOD	SATISFACTORY	UNSATISFACTORY
1. Quality workmanship				
2. Cooperation/Responsiveness				
3. Communication				
4. Adherence to schedule				
5. Safety Record				
6. Keeping job site clean				
7. Technical knowledge of staff				
8. Management of project				
9. Site organization and planning				
 Adherence to direct purchase procedure (<i>if applicable</i>) Draw Requests/completeness 				
12. Document/close out processing				
13. Adherence to codes/documents				
14. Overall satisfaction				
What size was the job it did for you?				<u></u>
What year was the project Completed?				<u></u>
Would you hire the contractor again?			en antigen and a second a second	
Comments, complaints, ideas, suggestions:			· · · · · · · · · · · · · · · · · · ·	
		·		

Reference Signature

Date Completed

NOTICE

ADDENDUM NO. FIVE (5)

March 18, 2015

CITY OF RIVIERA BEACH RFP NO 476-14 SECURITY GUARD SERVICES

TO ALL PROPOSERS ON THE ABOVE PROJECT: PLEASE NOTE CONTENTS HEREIN AND AFFIX (PASTE OR STAPLE) TO PROPOSAL DOCUMENTS YOU HAVE ON HAND.

The following statements supersede and supplant corresponding items in the above subject proposal as follows:

GENERAL CONDITIONS:

RESPONSE TO RFI's

SPECIFICATION:

PLANSHEETS:

NOTICE:

It will be required that Addendum No. 1 be signed in acknowledgment of receipt and that it be attached to the RFP when same is submitted at 3:30 p.m., Friday, March 20, 2015 at the Office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida. For information on this RFP, please contact:

Purchasing Department 2391 Avenue "L" Riviera Beach, FL 33404 (561) 845-4180; (561) 842-5105 - fax

NAME OF COMPANY

BIDDER'S SIGNATURE

DATE: _____

RFP 476-14 SECURITY GUARD SERVICES RFI3

Gloval Inc.

.....

Gloval Inc. would like to ask the following questions:

Question #1: Shall the Radios required for the City Hall post be provided by the local police authorities?

Answer: Please reference page 5 of the RFP under the paragraph titled CITY HALL SECURITY GUARDS – "... guards will be provided radios for emergency communication with police dispatch ..."

Question#2: Are body worn cameras necessary for all posts? If so please provide the specifications.

Answer: Please reference page 15 of the RFP, paragraph 6, Equipment/Uniforms which asks the proposer to list the equipment and uniforms that are provided as a matter of standard operating procedure for your Company.

EXHIBIT B

FEE PROPOSAL

** Please enter the price of services as a Unit per Hour for each Period of Performance in the Table below.

Period of Performance March 1, 2015 - December 31, 2016

Line Item	Description	Unit	Unit Price
001	Security Officer, Unarmed	Per Hour	\$14.01
002	Security Officer, Armed	Per Hour	\$17.01

Period of Performance January 1, 2017 – December 31, 2017

Line	Description	Unit	Unit Price	
Item	199			
001	Security Officer, Unarmed	Per Hour	\$14.71	
002	Security Officer, Armed	Per Hour	\$17.86	

Period of Performance January 1, 2018 – December 31, 2018

Line Item	Description	Unit	Unit Price
001	Security Officer, Unarmed	Per Hour	\$15.45
002	Security Officer, Armed	Per Hour	\$18.75



A & Associates *"Quality In Everything We Do"* 2484 Sand Lake Road Orlando, FL 32809 Phone: (407) 574-3403 Fax: (407) 574-2218

<u>Corporate Headquarters</u> 951 Sansbury's Way, West Palm Beach, FL 33411 Phone: (561) 533-5303 – Fax: (561) 533-3858

A & ASSOCIATES RESPONSE TO CITY OF RIVERA BEACH REQUEST FOR PROPOSALS (RFP) NO.: 476-14 SECURITY GUARD SERVICES

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March 17, 2015

City of Rivera Beach, Fl Office of the City Clerk 600 West Blue Heron Boulevard, Suite 140 Rivera Beach, FL 33404

Subject: TAB 2 - TRANSMITTAL LETTER

Dear City of Rivera Beach:

A & Associates is pleased to present the City of Riviera Beach (the "City") with this proposal for security guard services. We understand the security and safety needs the City is faced with and recognize the unique opportunity to provide security solutions. We believe the security industry is in its growth stage and we are significantly positioned to provide a service that will meet or exceed your expectations. While you assess the contents of our bid, you will recognize that we declare and undeniably aspire to obtain this business. We encompass the dedication and capacity to provide you with world-class security guard services you can be pleased with.

We are just the right size to implement and direct your specific security guard and safety initiatives. Collectively, we have extensive experience in Florida. Our clients include similar institutions, such as: School District of Palm Beach County, City of Delray Beach, Orange County Public Schools and the BE&K Construction at the Solid Waste Authority.

Organized under professional administration as monetarily secure corporation; trust the enclosed proposal to confirm with conviction our capacity to provide security guard services to the City. By duly examining your requirements, we are confident that our proposed services will effectively address your needs. Our goal is to fulfill the specific responsibilities outlined in the RFP at a very competitive cost. A & Associates will put your security guard arrangements into action without wasting time, money or manpower. We will supply the security staff you demand with proficiently qualified, accountable, professionals who execute the functions you expect with a professional approach.

Please ponder this response delicately to validate our ability to fulfill the specific items the City is seeking. Additional inquiries which develop subsequent to the evaluation of this response should be directed to our office. We will be delighted to address your questions or submit to you any requested supplementary information.

The representative who has authority to legally bind the firm to the provisions and terms of this solicitation is:

Mr. Andrew Luchey, President 951 Sansbury's Way West Palm Beach, FL 33411 Phone: (561) 533-5303 24-Hr Dispatch: (888) 944-7823 Cell Phone: (561) 386-0222 Email: Andrew@associatestaffing.com

We acknowledge each addendum issued by the City in this solicitation. In addition, we agree to and will perform in accordance with all terms, conditions, and provisions included in this solicitation.

This proposal is made without collusion with any other person or entity submitting a proposal pursuant to this solicitation. In addition, this proposal is valid until the City awards a contract as a result of this solicitation.

With Kindest Regards, I Am,

Mr. Andrew Luchey Vice President A & Associates



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A & ASSOCIATES RESPONSE TO CITY OF RIVERA BEACH REQUEST FOR PROPOSALS (RFP) NO.: 476-14 SECURITY GUARD SERVICES

TAB 3 – COMPANY OVERVIEW/QUALIFICATIONS OF FIRM

The official and corporate name of our firm is A & Associates, Inc. We are an original Florida corporation with our headquarters located at 951 Sansbury's Way, West Palm Beach, FL 33411. This is the location that will house managerial and supervisory staff when not on the road. The contact number for our 24-Hr Dispatch Center is (888) 944-7823. Established in October 2003, A & Associates has been in business for over ten (10) years. Within this time we have gained experience as a primary and secondary contract holder with municipalities providing security guard services. Mr. Andrew Luchey is the sole owner of firm. He founded A & Associates on the basis of "Quality In Everything We Do" allowing us to provide our exceptional services to a myriad of government agencies across the State of Florida. With our corporate office located in Palm Beach County, as well as major branch offices strategically positioned in Broward, Palm Beach and Orange County, FL, we feel secure in our assurance to recruit, screen, train and staff qualified security officers for the City. This entity is legally identified as an original for-profit Florida Corporation. In addition, A & Associates is a minority certified agency with the State of Florida Office of Supplier Diversity.

We have many years of experience providing professional security guards services to federal and state government agencies, as well as school districts within the State of Florida. Our Principals will empower the firm to provide the upmost staffing and administration program for the City. We have been successfully meeting our goals due to our adherence in keeping with strict methods of conducting our duties. Now a leading service provider of security services for government agencies, A & Associates will deliver a quality service.

All staff members are well-informed and trained in many areas, including but not limited to the following: human and public relations, report writing, effective communication, patrols and fixed posts, physical security, crime prevention, emergency response situations as well as ethics and professional conduct. Our skilled security guards are able to completely evaluate potential hazards while on duty to ensure a tailored approach is delivered. Our keen knowledge of the

security and safety industry has allowed us to develop solutions that answer the needs of today's government agencies. These solutions will entail but not be limited to the following:

- > Enforcement of City rules and regulations
- Entry and egress access control
- Deterrent of criminal activity
- Visitor and employee identification verification
- Incident and daily operating reporting
- Emergency responding

Our staff is disciplined in not exploiting company's inventory for anything other than contracted responsibilities. To date, none of our Security Managers have reported any of our employees for fraudulence or negligence. Our management team is phenomenal in keeping careful surveillance and providing adequate support and feedback to staff.

A & Associates along with the Project Manager, Supervisors and Security Officers will be licensed and registered under Chapter 493, Florida Statutes to work in the State of Florida. The agency will keep records of such licensure and make available to the City throughout the entire duration of this project. The agency will maintain the Class B-Security Agency License and Class DS-Security Training School License (licenses are attached to this section of our bid for review). Please note that we have not experienced any sanctions within the past three years. All security officers will be required to encompass a Class D License along with a current CPR/AED/First Aid certification prior to placement at any City site. Any staff required to operate a motor vehicle or golf cart will undergo a driver's history record check and possess a valid driver's license. The entire A & Associates team is knowledgeable of Florida Statute Chapter 493, laws and regulations for security guard services and our work ethics will remain consistent with such standards. The relationships we have developed with local, state and federal agencies make for a less stressful licensure process as we keep current with the latest regulations with respect to such issues that impact all of our clients. As a routine process, we regularly summarize new regulations, their potential affect and recommended actions to comply with the Florida Statues Chapter 493.

Please find the attached licenses as evidence of licensure and MBE certification issued by the State of Florida Office of Supplier Diversity:

THE REMAINDER OF THE PAGE HAS BEEN LEFT BLANK INTENTIONALLY PLEASE CONTINUE TO THE NEXT PAGE

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

ADAM H. PUTNAM COMMISSIONER

DIVISION OF LICENSING

04/23/12 DATE ISSUED 06/19/15 DATE OF EXPIRATION

B 2300065 LICENSE NUMBER

A & ASSOCIATES

8144 OKEECHOBEE BLVD. SUITE B WEST PALM BEACH, FL 33411

LUCHEY, ANDREW, PRESIDENT

THE SECURITY AGENCY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.

Dan 14

the rest case is

Fres

Florida

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

ADAM H. PUTNAM COMMISSIONER

07/17/14 DATE ISSUED DIVISION OF LICENSING 01/17/16 DATE OF EXPIRATION

DS2800004 LICENSE NUMBER

A & ASSOCIATES SECURITY TRAINING

8144 OKEECHOBEE BLVD SUITE B WEST PALM BEACH, FL 33411

THE SECURITY OFFICER SCHOOL OR TRAINING FACILITY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.

Jan A Tatian

ADAM H. PUTNAM COMMISSIONER

() 1995 GOES 2345

Attachment "A"

State of Florida

Minority, Women & Florida Veteran Business Certification

A & Associates

Is certified under the provisions of 287 and 295.187, Florida Statutes for a period from:



06/26/2013

to 06/26/2015





Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32399 • (850) 487-0915 • www.osd.dms.state.fl.us

By strengthening our task force through our collaboration with other government agencies, we have acquired an extensive portfolio of diverse security guard projects including services rendered to school districts, municipalities, elite corporations and not-for-profit entities. Serving as security guard consultants for a variety of private clients, our security guard divisions - Training School, Guard Agency and Guard Branch Agency - work seamlessly together.

MANAGERIAL TEAM - MATRIX									
Name, Title, Address and	Years of	Years with	Certifications or						
Phone Number	Experience	Proposer	Licenses						
Mr. Andrew Luchey President Primary Project Manager 951 Sansbury's Way West Palm Beach, FL 33411 (561) 533-5303 Ext. 117	Over Twenty (20) Years	Owner – Since Commencement of Services	Bachelor of Science Class MB License Class DI License Class D License Class G License Class W License						
Mr. Kevin Ballinger Director of Operations Secondary Project Manager 951 Sansbury's Way West Palm Beach, FL 33411 (561) 533-5303 Ext. 107	Over Twenty (20) Years	Over Six (6) Years	Master's Degree in Criminal Justice Bachelor of Science Criminal Justice Class D License						
Mr. James Hill Security Manager Assistant Project Manager 951 Sansbury's Way West Palm Beach, FL 33411 (561) 533-5303 Ext. 100	Over Ten (25) Years	Over Five (5)	Masters of Business Administration Bachelor of Science in Business Management Certified EMT Class D License Class G License						

The managerial team what will be assigned to this project is as follows:

We take great pride in providing staff with the necessary equipment to fulfill their job competently and professionally, such as, uniform apparel, reports, uniform accessories, marked vehicles, and many more... Our expertise in security guard access control coupled with extensive experience with major government agencies has allowed us to reduce capital costs for clients throughout South Florida. A & Associates has the expertise that encompasses all phases of providing security services our customers can depend on – from the initial recruiting stage through training, placement and on-going security officer management and development.

Please submit any inquiries pertaining to this RFP response to the authorized principals and agency representatives at:

Mr. Andrew Luchey, President 951 Sansbury's Way, West Palm Beach, FL 33411 Phone: (561) 533-5303 EXT. 117 Fax: (561) 533-3858 Email: <u>Andrew@AssociateStaffing.com</u>

As you can see, we bring innovation, competency, and extraordinary talent to the table.



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A & ASSOCIATES RESPONSE TO CITY OF RIVERA BEACH REQUEST FOR PROPOSALS (RFP) NO.: 476-14 SECURITY GUARD SERVICES

TAB 4 – EXPERIENCE OF STAFF

With our long outstanding records of accomplishment, A & Associates has the means and infrastructure to provide qualified security guard services to the City. Our team has been developing security guard solutions and services for many years in the State of Florida and has thus acquired extensive expertise in the security and safety industry. Having being based on the services demanded by government agencies, we have created innovative security officer programs available for use. We take great pride in placing our security officers with some of the most elite and rising companies in the State of Florida. In addition, we have the capability and the experience in planning, organizing and coordinating guard services in emergency and non-emergency situations, providing excellent customer service care and conflict resolution, as well as ensuring proper completion of duties.

In accordance to the minimum qualifications posted, A & Associates is happy to advise that we have qualified security guard personnel whose work experience matches the description of services in the Scope of Work. Firstly, we are under control by the Principal, Andrew Luchey who has over twenty (20) years of experience, respectively. His experience includes more than ten (10) years of management and operations. Mr. Luchey is also adept with excellent organizational and interpersonal communication skills. The Principal has developed a unique blend of leadership, managerial, and entrepreneurial skills that allow them to align operations with strategy to coerce successful results. Launching new programs and services, establishing an outcome-based organizational culture, creating meaningful business collaborations and recalibrating operational methods to ensure their highest function and best use are just a few of the methods Mr. Luchey employs. In addition to the many years of Principal experience, Mr. Luchey has previously worked on State Contracting projects.

Next, we have a team of Security Managers. Our professional Security Managers will review policies, methods, practices, procedures, plans, and programs on a regular basis in order to ensure conformance with relative County standards. They will work towards the agencies goals

on a consistent basis in a variety of capacities while helping to resolve special issues and problems that may arise on a customer's site. Each of them certainly possess the ability to communicate effectively both in writing and verbally and are doing a great job of managing contracted projects. They are responsible for the overall management of security initiatives, safety and strategic administration as well as transportation objectives. They will devote time to numerous activities making certain the services presented by A & Associates are unsurpassed. As professional, courteous and passionate members of our team, Security Managers work assisting customers with important and complicated situations involving the control of critical access and egress points.

Subsequently, our Training Instructors have a wide range of curriculum and compliance experience. Our team of licensed, Instructors develop command security program objectives while formulating operating guidelines. They are responsible for implementing and modifying our security educational and training curriculum. Also, we employ Field Supervisors who assists with planning, scheduling and the oversight of contracts. Filed Supervisors often serve as the facilitator of our continuous improvement efforts due to our belief that innovation can not only rest on the past successes. They are completely trained in the functions of our customer's security program and have the authority to take immediate action pertaining to security personnel. Nonetheless, the strength of our Field Supervisor's rest in their ability to train, safe guard, and assist the on-duty security officer's. Unscheduled inspections of assigned personnel assist us in evaluating the security officer's appearance, alertness and attitude. Additionally, this presents an opportunity to evaluate his or her knowledge of the post, while presenting an occasion for the security officer to ask for any assistance.

Moreover, our Security Officers are fully bonded, licensed, and insured. They are equipped with appropriate communication, detection, transportation and security technology necessary to ensure effectiveness and efficiency in securing sites. Everyone will be dedicated to satisfying City needs. We employ the finest quality personnel for the sole purpose of customer satisfaction. Finally, we have several Support Office Clerks who have completed one to two years of college education and are experienced in using various computer spreadsheets and computer software, customer service care, mathematical calculations, and have excellent communication skills.

Please find resumes attached for the following Project Management Team:

- Mr. Andrew Luchey, President
- Mr. Kevin Ballinger, Director of Operations
- Mr. James Hill, Security Manager

ANDREW LUCHEY

EDUCATION:

Niagara University, Niagara Falls, New York Bachelor of Business Administration Degree in Accounting

PROFESSIONAL EXPERIENCE:

BMG GROUP, Inc. January 2000 – Present

Partner

- Partner (25%)
- Responsible for building low income housing in Palm Beach County
- Responsible for building single family homes in Delray Beach, FL and Boynton Beach, FL
- Completed development of 400 townhouse in Riviera Beach, FL

A & ASSOCIATES January 2000 – Present

President of Temporary Staffing Division and Security Guard Division

- Responsible for Daily operation of Firm
- Responsible for recruiting individuals for work
- Responsible for all sales
- Responsible for monthly reporting requirements
- Manage staff and delegate duties
- Responsible for business plan and forecasting

SUN-SENTINEL December 1997 – December 1999

Controller – Developing Business

- Responsible for monthly consolidations of seven entities for all nonbusiness
- Prepare all monthly financial statements
- Supervise staff of three
- Responsible for all aspects of the General Ledger
- Perform forecasting and analysis for the Sun-Sentinel
- Review potential business acquisitions for the Sun-Sentinel
- Work with General Managers of seven entities to improve Gross Margin Profit
- Strategic and Operational planning

• Establish reporting procedures, initial controls and business structure for seven entities

MOTOROLA – PAGING PRODUCTS HEADQUARTERS November 1994 – December 1997

Senior Accounting Analyst

- Responsible for staff of 2 people
- Establish departmental budgets with monthly analysis
- Conduct analyses of information and operations to assist top level management with operational decisions
- Developed Cost and Price models
- Reconciled intercompany and international accounts
- Responsible for the translation of receivables and payables to currency in accordance with FASB 52
- Responsible for the gain and loss on foreign currency translation
- Consolidate monthly product P & L
- Strategic and Operational planning for Paging headquarters

November 1992 – May 1994 Accounting Manager

- Responsible for staff of 14 people
- Consolidate the monthly financial statements of 8 sectors
- Prepare and review variance analysis reports
- Supervised and reviewed the work of a group of associates, which included exempt and non-exempt employees with responsibilities for Cost Accounting, Capital Accounting, Payroll, Inventory Reporting and A/R Accounting
- Implemented new G/L and A/R software

SOUTH FLORIDA WATER MANAGEMENT DISTRICT July 1990 – November 1992

Senior Initial Auditor

- Performed financial and operational audits and special reviews at the request of the Governing Board
- Planned and prepared audit programs and audit scope
- Prepared and discussed audit reports with appropriate department and division directors

ERNEST & YOUNG July 1987 – July 1990

Audit Senior

- Examined the financial records operational areas to insure conformity with GAAP federal and state law, sound accounting procedures and good business practices
- Identified key control points of a system and evaluated systems effectiveness
- Supervised staff assigned to audit and review their work
- Responsible for 10-K reporting for 2 SEC clients with sales of \$15M and \$35M
- Performed the yearly audit for the City of Boynton Beach and Delray Beach
- Clients included: banks, savings and loans, manufactures and real estate developers

KEVIN L. BALLINGER

EXECUTIVE MANAGEMENT / PROGRAM MANAGER

Dynamic leader with outstanding performance in project management and supervision of highly qualified diverse teams in the areas of Security, Safety, and Emergency Management programs. Over 20 years' experience as a Senior Executive Official with the United States Government and Corporate America, responsible for the development, implementation and supervision of Security, Emergency Management, Continuity of Operations (COOP), and Continuity of Government (COG) plans. Maintains the highest degree of integrity supported by exemplary evaluations and recognitions. Skill sets will be used to achieve the organization's goal of providing a safe and secure environment for all staff and clients.

PROFESSIONAL HISTORY & EXPERIENCE

A & Associates (A&A), West Palm Beach, FL Security Director of Operations

January 2009 to Present

December 2001 to June

- Manage the 24/7 security posture and programs of the largest minority owned security guard agency in FL; including managing security programs for over 100 clients and over 200 facilities; 40 direct 24/7 Security Force and dispatch personnel.
- Mentor and develop subordinates in an effort to develop their leadership within the organization.
- Evaluate operations and conduct inspections of security systems for client facilities.
- Conducted an assessment of the Security Operations Division to assess areas of emergency management, professional development, training of staff, equipment usage, and Control Center operations.
- Developed long term and short term strategic security goals by analyzing business and global trends to create effective change.
- Developed and Revised Standard Operating Procedures in functional areas of the Security and emergency Operations Divisions; revised emergency plans while developing and implementing new COOP.
- Within the first 6 months developed training programs and standards not previously in existence; training over 50 staff in areas of security tactics, vulnerability inspections, first aid, fire safety, and crowd control. Also trained senior leadership in the areas of project management, analyzing data, and trend analysis.
- Developed and implemented an Executive Protection Program to provide executives with increased security.
- Responsible for 24 hour crisis response.

Wintara Incorporated, Fort Washington, MD 2009

Security Director of Operations

- Developed and implemented programs for an international port client that led to the certification of post-September 11, 2001 security procedures IAW United States guidelines.
- Maintained fiscal management reports for contracts valued in excess of 6 million dollars.
- Project Manager developed and implemented security and crisis management plans for the Augustus Long Hospital in Trinidad and Tobago, West Indies. Coordinated with hospital staff and security management personnel.
- Developed and executed presentations concerning public safety, security, business continuity, crisis management and crime prevention to various audiences at multiple locations.
- Developed training plans and inspection criteria for secure facilities and hospital staff consisting of over 400 personnel in security and emergency response for various events.
- Planned and directed operation of specialized remote teams in multiple locations to establish emergency management and physical/logical protection programs to include interrogation and investigation techniques.
- Researched and analyzed emergency plans, policies, crime trends, safety and security data to identify vulnerability and strengths.

- Conducted and monitored training for client personnel in the use of intelligent video, access cards, crime prevention, inspections, drills and exercises.
- Coordinated with local law enforcement agencies to implement emergency response programs for facilities and hospitals.

Strategic Force, LLC, Chesapeake, VA

2001

December 2000 to December

President – Commercial and Defense Contracting

- Developed business plans to support multi-million dollar contracts with priorities in areas of security, safety, business continuity, and emergency management.
- Developed and implemented marketing strategies to capture market share of a multi-billion dollar industry.
- Managed daily operations of contract obligations that include hiring and training of highly specialized staff (security and emergency management).
- Conducted inspections of buildings, universities and hospitals to identify compliance with governing instructions for security and emergency management.
- Developed and facilitated presentations to senior personnel to secure contracts and inform clients of security and emergency management vulnerabilities.
- Developed security posture programs to support multi facility protection.
- Prepared financial statements, including profit and loss statements, to track monthly progress.
- Created job descriptions; recruited and supervised teams with multiple skill sets in various locations, U.S. and abroad.
- Developed and implemented training for security staff in the areas of interrogations, investigations, access control, and CCTV procedures.
- Managed budgets in excess of 5 million dollars to support varying contractual obligations.

United States Navy, Norfolk, VA

October 1988 to November 2000

Naval Officer – Lieutenant Commander

- Nuclear Weapons Officer accountable for safety, security, environment and emergency response of nuclear weapons (weapons of mass destruction), alarm systems and surveillance equipment.
- Liaison Official to United Kingdom and United States for tactical safety, security and emergency management programs involving weapons of mass destruction.
- Nuclear Weapons Radiological Controls Officer managed all programs, plans, and training regarding the control and emergency response for accidents and incidents involving weapons of mass destruction.
- Directed the physical, electronic security and emergency management for various military installations, ships and submarines stationed in the Atlantic Fleet (over 5,000 assets).
- Developed and trained Emergency Response and Inspection Teams, organized anti-terrorism training and bomb search procedures.
- Directed the design and construction of a Command and Control Center in Kings Bay, Georgia.
- Created detailed needs-assessments and provided documentation of security and emergency plans for an organization which supported over 450,000 military personnel and local residents in the immediate and adjacent area.
- Conducted over 100 presentations to local political leaders on the impact of potential criminal threats on military installations and the associated effect on the community.
- Trained Police, Fire and EMS coordinated local law enforcement efforts in conjunction with military security personnel.

SPECIAL PROJECTS

- > U.S. Navy Process Improvement Planning -
 - Originated operations research and systems analysis in the implementation of missile capability in the Mediterranean. Proposing to realign several practices utilizing newer technology presented a costs savings of \$70,000,000.00. (Received the United States Meritorious Service Medal).

- Originated operations research and systems analysis of the missile loading procedure to increase productivity while reducing the cost. Proposing to collapse several standard practices into a weekly rotating schedule reduced the man-hours needed by fifty percent (50%). Creating a financial savings in excess of \$120,000.00 per evolution.
- All Hazard Response Plan –Recruited, trained, and managed highly skilled tactical units to substantially reduce the risk of injury or loss of life in the event of a hazard. Conduct assessments of multiple processes of critical incidents which resulted in successful resolutions to develop and update standard operating procedures for the District of Columbia's All Hazard Response plan. This project included working with senior stakeholders (Direct Reports to the Mayor) and the Department of Health Personnel. This team coordinated and collaborated with various agencies in the District of Columbia and surrounding counties. Some of these agencies included Fire, Police, FBI, DEA, Homeland security, FEMA, SPCA, Morticians, EPA, Finance, and many more in the year 2010.
- Caribbean Disaster Preparedness Plan Developed and established a disaster preparedness plan to reduce the effects of natural disasters. This plan coordinated the efforts of the natives and business owners to provide assistance as needed to provide food, supplies and shelter in case of a disaster. This plan was created through organizing resources, team building, assessing risks, and mitigating change.
- Stomp Out Drugs and Arms (SODA) Project Collaborated with experts from various entities of law enforcement including dog handlers to reduce the existence of guns and drugs in schools and on campus. The collaboration resulted in successful implementation in 50 schools, reducing incidents annually.
- Safe Worship Project Established protocol to develop safe worship environments in mega churches. This project introduced CCTV systems and training for management staff and security personnel for large gatherings and safe guarding millions of dollars. The project provided successful resolutions to develop and update standard operating procedures for managing large events.
- University Safe Zone Collaboration Facilitated table-top training process to introduce FEMA practices for all hazards to colleges and universities. The discussions and expertise resulted in successful resolutions to develop and update standard operating procedures for campus safety.

PROFESSIONAL RECOGNITIONS

- Presidential Rank Meritorious Service Medal Award (2000)
- Navy Commendation Medal Award x 4 (1988, 1992, 1996, 2000)
- Navy Achievement Medal Award x4 (1980,1982, 1984, 1986)

 Local accolades from Urban League, Junior Achievement, Minorities in Business, Who's Who in Business Magazine, Military Officers Association, Bayside Youth Recreation Center.

EDUCATION

MS Criminal Justice / Critical Incidents BA Criminal Justice / Homeland Security

BA Business Administration

CERTIFICATIONS & TRAININGS

- Radiological Controls Officer
- Anti-Terrorist Officer
- Master Training Specialist
- OSHA Inspector
- Top Secret Information Custodian
- Foreign Country Liaison Official
- Executive Protection Trainer
- TQL TQM Team Leader
- Curriculum Developer
- Access Control Systems
- CCTV Technician

- FEMA Emergency Management 100,200,300,400, 700, 800
- Personnel Reliability Program Administrator
- Preventing and Mitigating school emergencies
- Bereavement at schools procedures
- Conducting Safety Audits in Schools
- Pandemic Flu in schools Emergency Management
- Behavior Recognition and Explosives
- Central Florida Intelligence Liaison Office

JAMES H. HILL

OBJECTIVE

Senior Director, Administrative or Operational Managerial position.

EDUCATION

Masters of Business Administration (MBA) - 2006 University of Phoenix – Orlando, FL

Bachelor of Science in Business Management (BSBM) - 2004 University of Phoenix – Orlando, FL

MANAGEMENT/COMMUNICATING

- Managed resources to ensure compliance with environmental health and safety regulations
- Developed and recommended the safety/loss prevention and environmental management policies, procedures and standards
- Analyzed department charter and recommended programs/procedures to enhance operational efficiency and effectiveness
- Assumed responsibility as division manager responsible for 7 staff persons and departmental operations
- Supervised an aggressive safety inspection program to detect and correct hazardous conditions
- Investigated employee grievances, complaints and accident investigations
- Conducted and performed building site plans review, fire safety systems installation plans review, fire investigation and inspection
- Mediated safety/environmental issues between management and employees, and between management and insurance companies; recommended solutions
- Confer with governmental entities, contractors, and media to discuss topics covered under department's span of control
- Prepared comprehensive reports, presentations and communiqués for management

DEVELOPING/PLANNING

- Collected and analyzed data to determine accident trends and monitored the Loss Prevention program; developed and recommended new methods to improve program's effectiveness
- Interpreted safety/environmental standards and codes disseminated to departments, and ensured compliance

- Created and delivered customized training materials setting standards for waste handling to protect the environment and minimize waste and promote world class environmental performance
- Designed, administered and executed programs in environmental safety and health, emergency management and fire science to ensure compliance with applicable regulations and code requirements
- Developed and successfully implemented a matrix of student success that included student academic scores in five main areas from two different certifying agencies
- Developed a similar matrix tool to compile all of the HR demographic data of over one hundred staff making it easily assessable

PROFESSIONAL EXPERIENCE

A & Associates Security Manager (Regional)	06/2010 - Current
Orange County Government Utilities Safety Administrator	5/2008 - 7/2010
Orange County Public Schools Specialist, Fire Safety and Health Compliance Officer	6/2003 – 5/2008
Orange County Public Schools, Mid Florida Tech Assistant to the EMS Coordinator, Corporate Learning	6/1992 – 6/2003
City of Orlando Fire Department Commander – FOB / ASD	4/1974 – 11/2001

PROFESSIONAL TRAINING

- Florida State Certified Emergency Medical Technician # 44471. Florida State Certified Firefighter # 2472
- Florida State Certified Fire Safety Inspector # 170394 Florida State Certified Fire Instructor III # 174955 National Board Certified Plans Examiner I # 209000 National Board Certified Fire Inspector II # 208999 OSHA 30 hours # 900070222
- OSHA 10-30 hr. Outreach trainer #G 0007759 National Safety Council

Instructor/ CPR/AED First Aid Serve Safe Certified 4/2013

- Mine Safety and Health Administration Instructor
- U.S. Department of Homeland Security FEMA – IS 00001
- U.S. Department of Homeland Security FEMA – IS 00100
- U.S. Department of Homeland Security FEMA – IS 00200
- U.S. Department of Homeland Security FEMA – IS 00300

- U.S. Department of Homeland Security FEMA – IS 00700
- U.S. Department of Homeland Security FEMA – IS 00701
- U.S. Department of Homeland Security FEMA – IS 00702
- U.S. Department of Homeland Security FEMA – IS 00800
- Florida State Certified Security Officer "D" 1418443
- Florida State Certified Security Officer "G" 1404063
- Orange County Office of Emergency Management EOC Operations course ESF – 900
- Orange County Office of Emergency Management EOC Operations course Advanced ICS Command and General staff – Complex incidents -G-400 Administrator for the

International Municipal Signal Association (IMSA) IMSA Work Zone Safety Specialist

- American Heart Association Instructor-Trainer
- Fire Service Instructional Methodology, National Fire Academy AIDS and Blood borne Pathogens Instructor
- Cultural Diversity in the work place, Orlando Fire Department Fire Investigation, Orlando Fire Department
- Passenger Train Emergency Response
- Emergency Response to Terrorism for First Responders Instructor, University of Miami Center for Research in Medical Education (CRME) July 29, 2004

UNARMED SECURITY SERVICE EXPERIENCE AND PARTICULARS

With our long outstanding records of accomplishments, we have the means and infrastructure to provide a quality security guard program for the City. Our team has demonstrated with varying degrees of expertise, the ability to administer and provide a security guard program to similar agencies. Our staff has extensive experience and we have established service models, including the methods of coordinating various tasks with security officers, guidelines for monitoring and tracking customer services and outcome data, as well as instructions for preparing invoices. We have a proven track record in adhering to solid operational practices, maintaining accountability, retaining adequate liability insurance coverage and preserving financial judgment.

A & Associates employs high quality, professional security officers to perform duties in a manner consistent with the highest standards for security and protection services prevailing in the industry. Services rendered will include, but not be limited to the following:

- *Effective Communication*: All security personnel assigned to the City will be able to read, understand and follow the specific Post Orders they are assigned. Security officers are required to provide accurate information to clients and customers of the City. All security officers must be able to communicate effectively both orally and in writing.
- Attention to Surroundings: Security officers will remain alert and pay attention to surroundings. In addition to inspecting the City facilities for security reasons, security officers will report safety hazards and conditions requiring repairs to facility management.
- *Screening of Visitors*: Security officers will request identification from persons entering the City facilities as required by Post Orders.
- Enclosed Areas: Security officers will rove and patrol the City property on foot or via motor vehicle. Roving security officers must cover all City buildings within an identified perimeter including, parks, and parking areas as well as stairwells and hallways. Security personnel will continually check elevators, stairwells, and recessed hiding places on a scheduled basis to deter a potential security breach.
- Energy Efficiency/Cost Controls: Security officers will be trained on awareness of the hours that lighting and air conditioning are scheduled in particular buildings to which they are assigned. Security personnel will reduce lighting levels and air conditioning requirements to help the City maintain energy efficiency and to control costs. Doors to City facilities, including loading dock doors, must be kept secured and shall not be allowed to remain open.
- *Mandatory Post Coverage*: Security officers will not leave their assigned post unattended at any time unless relief is provided.

To ensure a sound opportunity for success, we will use evidence-based practices such as recruiting, conducting necessary assessments, facilitating the connection of ongoing support services, implementing employee productivity incentives and providing continuous constructive feedback to our customers and security officers to fulfill our assignments. Our guards are continually evaluated and screened for other factors and requirements such as reliability, congeniality, responsiveness, acceptance of responsibilities and the ability to perform with minimal supervision.

A & Associates has been successfully meeting our daily goals due to our adherence in keeping with strict methods of conducting our responsibilities. Our security guards set the standards for professionalism and excellence. Plus, we take great care in providing officers with the necessary training and job development that enables them to conduct their jobs competently and successfully, as stipulated in the bid. A & Associates management team takes a cost effective approach and capitalizes off of the benefits gained from developing and implementing innovative, efficient plans and best practices. On top of all our careful planning and preparation, our management team constantly edifies ourselves in order to improve the accuracy of various projected factors such on all assignments.



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A & ASSOCIATES RESPONSE TO CITY OF RIVERA BEACH REQUEST FOR PROPOSALS (RFP) NO.: 476-14 SECURITY GUARD SERVICES

TAB 5 – PAST PROJECTS

Please find the attached Past Projects spreadsheet listing five past projects.

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PAST PROJECTS									
Name and Address of Company	Contact Person	Phone Number		es of /ices	Description of Work Performed	Number	r of Guards	Type Cont	
			Start	End		Armed	Unarmed	Private	Govt.
WPB Police Department	Sgt. Joe Luciano	561-644-7231	07/12	12/13	A & Associates contracted with the City of West Palm Beach Police Department, City of West Palm Beach CRA and NCCI to offer community policing in a high-crime neighborhood.	0	10		х
Orange County Public Schools	Mr. Kevin Ballinger	757-450-2777	09/13	OPEN	A & Associates works with this large educational institution to provide access control, crowd control, relief and emergency security guard services.	0	75		х
The City of Delray Beach	Ms. Patsy Nadal	561-243-7161	07/10	OPEN	A & Associates works with this municipal in which we create and implement security guard services for the government Recreation Center and for large special events. During such special events, A & Associates utilized various metal detection devices to search for weapons or other non- apparent metal ensuring event safety and security.	0	15		X
SAFE Management 2010 Super Bowl and Pro Bowl	Mr. Mike Kevorkian	904-322-0289	11/09	02/10	A & Associates trained and assigned over two hundred (200) private security guards to work at the 2010 Super Bowl and Pro Bowl related events. This event required security officers to utilize full body x-ray security systems and hand metal detectors to reveal hidden weapons, tools, liquids, narcotics, and other contraband.	0	215	X	

							A	ttachment '	'A"
BE&K Construction	Mr. Ron Wiles	864-621-0720	04/11	OPEN	A & Associates serves as the on- site security agency during the creation and construction of a \$770M power plant at the Solid Waste Authority.	0	35	X	
Palm Beach County Board of County Commissioners	Ms. Tonya Johnson	561-616-6840	09/13	09/14	A & Associates provides armed and unarmed security guard services County-wide at Public County facilities.	25	75		X



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TAB 6 – EQUIPMENT/UNIFORMS

<u>UNIFORM</u>

A & Associates will equip each security officer with a complete, distinctive uniform approved by the City and suitable for both summer and winter operations. We understand uniformed security officers are an efficient method to create a safe environment for the City. Security officers assigned to locations under this agreement will make sure uniform clothing is cleaned and pressed before reporting to work. Employees are trained to maintain good personal hygiene and grooming on a daily basis and wear the uniform so as not to detract from their overall professional appearance. In addition, security officers will not deviate from A & Associates uniform and grooming requirements. Employees who report to work and fail to wear the approved attire will not be allowed to work. The uniform is a professional uniform commanding awareness and attention as well as providing patrons with a sense of security. This apparel also facilitates a pungent visual presence to avert criminal activity and allows our officers to act in a highly visible capacity. All security officers are required to maintain the uniform and all related dressing accessories and not use such items for recreation or off duty purposes.

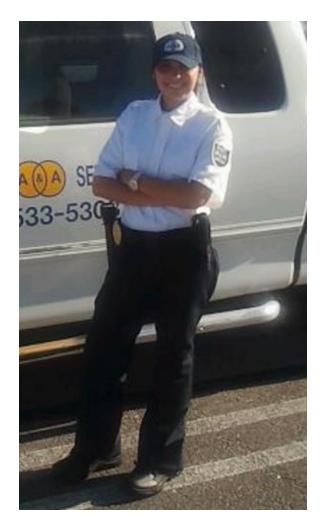
The uniform encompasses the following items:

- White A&A Security Shirt Police Type
- Navy Dickie Long Slacks
- Black Tactical Boots Dr. Scholl's
- Black Tactical Belt
- A&A ID Badge
- Gold Security Badge
- Baton
- Flashlight
- A&A Security Cap

- Pepper Spray
- Rain Coat

You may view the uniform below:





IDENTIFICATION CARDS FOR SECURITY PERSONNEL

A & Associates obliges security officers to carry and have clearly displayed a photo identification card at all times when performing security guard services at City facilities. ID badges are worn on the outer garment at all times. In addition, ID badges include the company name and license number, security officer name and license number, a photograph of the employee and the signature of the agency and security officer.

SECURITY GUARD TOUR SYSTEM

As a part of our innovative technology utilization, we employ the Guard Patrol Tour System as a tool to track our security guard patrolling duties. This systems features memory chip technology in the extremely durable scanner. The remote scanner records the date, time and tag ID when bought in contact with a button tag. It also includes software to download and generate reports, which will be printed and submitted to the City. This will easily allow us to fulfill all

outlined timekeeping requirements and produce electronic documentation as proof of coverage at stationery post and supervisory roving and patrolling.

COMMUNICATION EQUIPMENT

A & Associates makes certain that security officers can properly communicate while providing services to customers. We equip security officers with an eight-channel, two-way radio with sufficient range for communication between all parties. Radios, batteries and chargers will be maintained and replaced (as needed) by A & Associates at no additional expense to the City. In addition, the Project Manager and Supervisors will be required to carry a smart phone at all times while working on this project. They will answer all calls from the City as promptly as possible and calls will never be forwarded to an automatic voicemail system.

Prompt and accurate communication is essential to our success in fulfilling the security guard requirements outlined in the RFP.

MOTOR VEHICLES AND BICYCLE PATROLS

A & Associates is equipped with company vehicles, golf/utility carts and bicycles that are fitted with appropriate security and safety equipment and would effectively fulfill the established equipment requirements outlined in the solicitation.

> 561-533-5303 SECURITY AOA SERVICES 561-533-5303

Please find photos below:



We take great care in providing staff with the necessary equipment that enables them to keep colleagues apprised of all functions and to conduct their duties competently and successfully, as stipulated in the bid.

MOTOR VEHICLE INVENTORY									
MAKE	MODEL	YEAR	MILEAGE	CONDITION					
Ford	F-150	1998	214,531	Old					
Ford	F-150	2003	98,743	Like New					
Ford	F-150	2003	275,149	Fair					
Chevrolet	Blazer	2003	89,653	Like New					
Chevrolet	Colorado	2005	121,586	Like New					
Kawasaki	KAF-400ABF	2011	1,700	Like New					

Below is a list of vehicles/carts that would be available for use under RFP 476-14:

Prec i2 Signature

All of the equipment listed herein is owned by A & Associates. In the event the equipment is not operative, we would immediately assign an operative motor vehicle while we work to fix the other motor vehicle.

N/A

Like New

2009

Club Car



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TAB 7 - CLASSIFICATIONS OF GUARDS, TRAINING, ETC.

SECURITY OFFICER STAFFING

Security excellence can only result from exceptional recruiting, training and skill. Therefore, the quality of any security company is first illustrated by its policies on personnel selection. Through an innovative recruiting process, each potential security guard is closely evaluated. We diligently strive to employ only the highest caliber of men and women who are best suited to the position and post assignment. Our requirements include, but are not limited to the following:

- 21 years of age or older
- Able to speak, understand, read and write the English language sufficiently
- Not have been convicted in any jurisdiction of any felony
- Not be required to register in this or any other state as a sex offender
- Have no outstanding warrants
- Not have been declared by any court of competent jurisdiction incompetent
- Not be suffering from intoxication, alcohol dependency, or from narcotics addiction or dependence
- Not have been discharged from the armed services of the United States under other than honorable conditions
- Skilled in effectively and tactfully communicating with a wide variety of people in sensitive situations
- A minimum of six (6) months previous experience
- Must be able to physically perform the specific requirements of the post
- Maintain a neat and well-groomed appearance at all times
- Have ability to exercise good judgment
- Have ability to maintain a high level of performance
- Shall not carry a weapon of any kind

BACKGROUND CHECKS

A & Associates fulfills national and local background checks on all security officers before they are assigned to work. This background check includes a thorough criminal history check, including registered sex offender status, prior employment history check, inclusive of reasons for dismissals, if any, and level of education. In addition, we will also verify the authenticity of security officer licenses issued by the Florida Department of Agriculture and Consumer Services, Division of Licensing.

TRAINING

A & Associates realizes that continuous, effective training is the key to provide a quality service to our customers. We will work extremely hard to have the lowest turnover rate possible through actively monitoring and training security officers via training sessions, informational updates regarding the site, on-site collaboration with management and by abiding the Standard Operating Procedures established for the City. Our security officer's pride and morals will be high, thus increasing their extraordinary performance.

To assure the superiority and receptiveness of A & Associates security officers, we require continuous effective in-service training. Officers are given vigorous on-the-job specific guidance as each location specifications may differ. Our officers are carefully taught how to fulfill their responsibilities. They are required to complete training sessions each month with the Project Manager and Supervisors to evaluate the security officer's performance for continuous service. In addition to the state training required for security guard licensure, our guards will receive specific training that enhances their interaction with the public in a manner that is professional, friendly, courteous and diplomatic.

Security officers are continually educated on the following pertinent subjects:

- Human and public relations
- Weapons of mass destruction
- Ethics and professional conduct
- Harmful chemical agents
- Effective communication
- Control zones
- Assisting PD
- Threat of terrorism
- Crime prevention
- Appropriate use of force
- Life safety
- Report writing
- Evacuation
- Criminal law and liability

- De-escalation procedures
- Civil law and liability
- Detection and monitoring equipment
- Patrols and fixed posts
- Emergency medical services
- Emergency response situations
- Physical security
- Fire protection
- Dealing w/ difficult people
- Investigations
- Force Protection
- New on post duties
- And many more...

We believe that a company's attitude towards the importance of training and development of its security personnel sets the climate for that company. At A & Associates, training and personal development are a few important functions of our security operation. Recognizing that officers must be employed with above average training and experience to deliver our quality service is a fact our firm cannot deny. Specific on-the-job training is mandatory before post assignment. The training is determined by post duties and responsibilities. Specific themes for training depend on the current needs of the customer.

Proposed Training Schedule:

Initial Training	40 Hours
Recurrent (In-Service) Training	20 Hours (Bi-Annually)
On-The-Job Training	20 Hours

A & Associates will implement a training schedule that ensures each security officer will receive training prior to assignment with the City.

POST ORDERS

A & Associates will collaborate with the City to establish post orders for each location requiring security officers. Post Orders shall serve as the specific security requirements of a City location requiring guard coverage. Post Orders will include the following information:

- The work schedule along with names and contact numbers for security officers fulfilling work schedule
- A list of vehicles and all other equipment required
- A description of the location of security officer posts
- A description of required procedures for logging or recording exiting or entering persons
- A description of the geographical locations where the City desires service to be performed
- Any other specific instructions as to the particular location involved
- A & Associates will not change Post Orders without permission by the City. In the event the City amends any part of the existing Post Orders, security officers will adjust immediately.

EMPLOYEE BENEFITS

To promote the physical and mental well-being of our full time hourly (40 hours per week) employees, A & Associates offers:

- Comprehensive Health Care Coverage
 - This includes medical and prescription drug benefits, dental benefits, vision benefits, and a Company-paid Employee Assistance Plan. Employees are eligible for health care coverage on the first day of the month following 90 days of continuous employment. Unless otherwise stated, the employee is responsible

to cover the cost for this coverage in its entirety. This coverage is available to regular, full-time employees who are compensated at 40 hours per week.

- To help our full time hourly (40 hours per week) employees maintain financial security if they suffer an unexpected loss A & Associates offers:
- Life Insurance
 - This coverage is equal to two times the employee's annual salary or targeted income, up to a specified amount. This coverage also includes Accidental Death and Dismemberment (AD&D) insurance that provides benefits for loss of life, limbs or sight due to an accident. This coverage is optional and employees pay the premiums through payroll deductions.
- Dependent's Life Insurance
 - With this coverage employees may elect to purchase for eligible dependents including a spouse and/or children. This coverage is optional and employees pay the premiums through payroll deductions.
- Business Travel Accident Insurance
 - The company pays insurance, up to a specified amount and this is available to all employees traveling for the Company. Employees are eligible for this coverage the date they are hired. This coverage is optional and employees pay the premiums through payroll deductions.
- To support our full time hourly (40 hours per week) employees in meeting their personal financial goals, A & Associates offers:
- Simple IRA Plan (company matched; modified 401K)
 - This program has a 3% employer match and is a modified 401K plan.
- To help our full time hourly (40 hours per week) employees deal with life unexpected events, A & Associates offers:
- Sick Leave/Personal Day
 - After completing 90 days of continuous full-time employment, regular employees will be eligible for one (1) paid sick day per calendar year.
- Short-Term Disability (STD) Coverage
 - This coverage is available to help replace lost income for up to 13 weeks should the employee become ill or injured or unable to work due to a non-work related circumstance. Employees are eligible for coverage on the first day of the month following 90 days of continuous employment. This coverage is optional and employees pay the premiums through payroll deductions.

- To ensure our employees have an opportunity to relax, revitalize and spend time with family and friends, A & Associates offers:
- Vacation
 - Each full-time salaried employee shall be given five paid working days (40 hours) vacation at the end of the first year of continuous employment.
- Holiday Compensation:
 - After completing 90 days of continuous employment, full time hourly (40 hours per week) employees will be eligible for one (1) paid holiday per calendar year.
 - Floating Holiday Date of your choice



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TAB 8 - MANAGEMENT AND SUPERVISORY PERSONNEL

NARRATIVE OF OVERALL MANAGEMENT

A & Associates has many years of experience providing professional services to state government agencies and educational institutions. We are empowered to provide the utmost protective and security program for the City. As a group, we have over sixty (60) years of military and law enforcement experience staffing qualified security officers; to implement, monitor and coordinate various security types of activities; to correct deficiencies promptly; to collect security data; to control access and crowds on customer premises; to prepare contract progress reports; and to maintain accurate records and record keeping activities. We have been successfully meeting our daily goals due to our adherence in keeping with strict methods of conducting our duties.

A & Associates employs Project Managers who are on-site at the Orlando-based office Monday to Friday from 7:30 AM to 5:30 PM. The Project Managers will be available by cell phone 24 hours per day, seven days per week and will return phone calls within the hour after being called by the City. We will provide alternate Supervisory contact information that will be answered in the event the Project Managers are temporarily unable to acknowledge the City, for example, due to illness or vacation. A & Associates will give at least two (2) weeks' notice to the City if the Project Managers will be absent for any reason.

Our managers realize the responsibility to coach, support, and impel our security officer's to achieve their maximum level of professionalism. The professionals fulfilling the project managerial position are highly motivated, result orientated, and self-starters with a strong professional image. They are able to work well independently and make decisions. Also they encompass strong leadership and coaching skills, supervisory experience and knowledge of general industry best practices through experience and education. Mr. Andrew Luchey will serve as the Project Manager working one-on-one with subordinate managers and staff. Being comprised of a paramount managerial team has allowed us to operate in a client satisfaction

orientation. A few of the duties and responsibilities associated with the management team are detailed below:

- Creating and implementing security standards, policies, and procedures.
- Planning, directing, and coordinating security activities to safeguard assets, employees, and other property.
- Supervising subordinate security professionals, performing activities such as hiring, training, assigning work, evaluating performance, and disciplining.
- Evaluating and assessing security operations to identify risks or opportunities for improvement.
- Collecting and examining security data to determine security needs, security program goals, or program accomplishments.
- Communicating security status, updates, and actual or potential problems, using established protocols.
- Conducting physical examinations of property to ensure compliance with security policies and regulations.
- Conducting, support, or assisting in governmental reviews, internal corporate evaluations, or assessments of the overall effectiveness of the facilities security processes.
- Monitoring security policies, programs or procedures to ensure compliance with internal security policies, licensing requirements, or applicable government security requirements, policies, and directives.
- Identifying, investigating, or resolving security breaches.

PROJECT PLAN

Once service has begun, A & Associates will provide the City with uniformed, fully equipped and well-groomed security officers. A & Associates security patrols will maintain a watchful eye on City property. Our security officers will provide access control and safety through maintaining order, responding to emergencies and promoting good public relations.

Our goal of the proposed project is to fulfill all the duties stipulated in the ITB and to provide a realistic security guard program to the City. Our goal will be met by achieving three objectives. First, our team will go over the client's rules, regulations, standards, and specifications to gain a firm grasp of expectations and trajectories. In the same vein, we find it important to make solid recruiting and training plans for potential security officers. To do so, we would study and capture, the essential questions asked by veteran security guard agencies when evaluating a potential project and selecting a strategy for government agencies to utilize. Additionally, we will conduct necessary researches, which will include structured in depth interviews with key City personnel and the formation of Standard Operating Post Orders specific for the site duties. The second objective will be to train and orientate new security officers while transitioning to provide services. Finally, we would commence services for the City.

A & Associates has been able to competently and successfully complete projected goals by first taking the time to understand and simplify complex security guard access control. We educate our team regularly and keep them abreast on the intimate knowledge of screening methods, materials, equipment, and historical security-related scenarios for a wide range of individual activities. We also take cost-cutting measures into account, allowing us to make adequate preparations for conducting multiple activities concurrently. Furthermore, we never neglect to account for the impact of weather, labor relations, subcontractor qualifications and productivity, personnel availability, and a host of other factors, as our goal is to reduce the potential risk of having to correct or account for deficits.

TRANSITION/IMPLEMENTATION PLAN

A & Associates is prepared to accomplish a smooth and successful transition of operations and services. As the current service provider for the City, the phase-in period will be completed with minimal impact to City operations. We would utilize the time during the conversion period to closely study and observe each site requiring guard services to evaluate the safety and security specifications established for each location. During this timeframe we would exemplify an extraordinary degree of sensitivity and attentiveness to the potential impact the transition may bring. Also, A & Associates would use the phase-in period to recruit and transfer personnel, train personnel, arrange for badging, establish management procedures, set up records, ensure adequate equipment is in place for security operations, and prepare for the assumption of control without disruption of City operations.

Incumbent security officers that the City wishes A & Associates to retain who are not currently working for A & Associates, shall be hired for continued service. A & Associates will perform the phase-in services listed above at no cost to the City. If awarded this contract, we will assure an unblemished phase-in plan through the following benchmarks:

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TRANSITION TIM	IELINE			
Task	<u>Week</u>	<u>ks Prior to S</u>	Start of Cor	<u>itract</u>
l dSK	Week 4	Week 3	Week 2	Week 1
Review Client Procedures				
Project Team Assigned				
On-Site Review				
Meet with your Representative				
Establish Lines of Communication				
Recruit 125% of Staff				
Pre-Employment Screening & Drug Testing				
Background Investigations & Interviews				
Final Selection of Security Officers				
Background Fingerprinting				
Finalize Manual & Procedures				
Finalize Training & QA Programs				
Receive & Revise Post Orders.				
Order Uniforms & Equipment				
Submission of Employee Roster				
Instructional Training				
Work Schedule Developed				
Issue and/or Refit Uniforms				
On-Site Training				
Final Plan Review				
Start Service				

We don't see this project as being one that warrants concerns, but we always take precaution, nevertheless

MAN POWER AND SUPPORT PLAN

A & Associates has offices strategically placed in different large cities within the State of Florida. This has allowed us to recruit and grow a database of over five hundred (500) professional armed and unarmed security guards. We have worked on many governmental contracts which require us to convert and transition to employment hundreds of individuals that work for the incumbent security guard provider. A & Associates is prepared to hire any and all staff the City wishes to continue on assignment. In addition, we are prepared to discontinue and replace individuals that are no longer needed in City assignments. If the City desires, we will only solicit job opportunities to new employees for incumbent employees that are not eligible or interested in working for A & Associates is prepared to fill all positions in the event the City warrants a replacement of all staff. In addition, we are prepared to renegotiate pay rates for current employees if the City needs to make compensation adjustments.

Our Key Management Team includes the following members:

Mr. Andrew Luchey, President Ms. Kevin Ballinger, Director of Operations Mr. James Hill, Security Manager Ms. Izabela Andres Ms. Anjeanise Fernandes Mr. Don Murry, Controller

Project Manager/President Project Manager/Contract Administration Assistant Project Manager Human Resource Management Screening & Recruiting Management Financial Management

Job descriptions for each member are listed below:

Mr. Andrew Luchey:

- Direct budget activities to fund the City contract
- Appoint department heads or managers and assign or delegate responsibilities to them.
- Analyze and evaluate performance on City contract to determine areas of potential cost reduction, program improvement, or policy change.
- Direct, plan, or implement policies, objectives, or activities to ensure continuing operations with City or to increase productivity.
- Confer with board members, organization officials, or staff members to discuss issues, coordinate activities, or resolve problems on the City contract
- Implement corrective action plans to solve problems with services provided to City
- Direct human resources activities, including the approval of human resource plans or activities and the selection of high-level staff,
- Establish departmental responsibilities and coordinate functions among departments and sites.

Ms. Evelyn Looney:

- Conduct periodic or audits to ensure City contract compliance procedures are followed
- Oversee activities directly related to services provided to City
- Identify City contract compliance issues that require follow-up
- Negotiate and approve the City contract or agreement to provide services
- Maintain documentation of City contract compliance activities
- Direct and coordinate activities concerned with our employment services for City
- Provide employee training on City contract compliance related topics
- Verify that all firm and regulatory policies and procedures have been documented, implemented, and communicated
- Disseminate written policies and procedures to managerial team related to contract compliance activities
- Manage staff, preparing work schedules and assigning specific duties
- Establish and implement contractual policies, goals, objectives, and procedures

Ms. Izabela Andres:

- Identify staff vacancies and recruit, interview and select applicants for City vacancies
- Serve as a link between management and employees to help resolve work-related problems on City sites
- Analyze and modify compensation and benefits policies for City temporary associates
- Advise managers on organizational policy matters such as equal employment opportunity and sexual harassment
- Perform difficult staffing duties for City temps, including dealing with understaffing, refereeing disputes, firing employees, and administering disciplinary procedures
- Plan and conduct new employee orientation for City temporary employees
- Plan, direct, supervise, and coordinate work activities of subordinates and staff relating to employment, compensation, labor relations, and employee relations
- Plan, organize, direct and control training activities for City temporary employees

Ms. Anjeanise Fernandes:

- Hire employees and process hiring-related paperwork for City vacancies
- Interpret and explain human resources policies, procedures, laws, standards, or regulations
- Prepare and maintain employment records related to events such as hiring, termination, leaves, transfers, or promotions, using A & Associates proprietary software
- Select qualified job applicants or refer them to managers, making hiring recommendations when appropriate
- Inform job applicants of details such as duties and responsibilities, compensation, benefits, schedules and working conditions
- Schedule or conduct new employee orientations
- Maintain and update human resources documents
- Confer with management to develop or implement personnel policies

Mr. Don Murry:

- Review time sheets, wage computation, and other information to detect and reconcile payroll discrepancies
- Keep records of invoices and support documents
- Contact customers to obtain or relay account information
- Verify attendance and hours worked
- Resolve discrepancies in accounting records
- Compute wages and deductions
- Process and issue employee paychecks
- Keep track of leave time, such as vacation, personal, and sick leave for employees
- Verify accuracy of billing data and revise any errors
- Review documents such as purchase orders



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A & ASSOCIATES RESPONSE TO CITY OF RIVERA BEACH REQUEST FOR PROPOSALS (RFP) NO.: 476-14 SECURITY GUARD SERVICES

TAB 9 – SUPERVISORY/CHECK IN PROCEDURES

A & Associates contain 100% responsibility for supervising and managing security officers performing services for customers. We will implement the level of management and administrative activity necessary to ensure that each security officer is performing duties in a safe and efficient manner and each location is staffed in accordance with City requirements. The City will never be obligated to exercise any supervisory authority over security officers. A & Associates will always have sufficient Supervisors so that the ratio of Supervisors to security officers on each shift is adequate to provide satisfactory coverage. All Supervisors are trained as Supervisors have previous managerial experience in the commercial guard service industry or contains an acceptable equivalent such as police officer, law enforcement, or military experience.

Supervisory personnel will make random unannounced inspections on various shifts. They will remain keen on deflecting impending issues that have the potential to bubble to the surface and create dispute. Through our high standards of professionalism, Supervisors will work to rectify conflicts and correct flaws immediately. A & Associates actively implements measures aimed at improving our premiere security officer program. Our security management team has a comprehensive understanding of the principles, practices and standards of safety, known as industry best practices that are applied to facilitate successful security program execution. With this leverage, rest assured A & Associates can satisfy your security guard needs. As you can see, we bring innovation, competency and extraordinary talent to the table.



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TAB 10 - REFERENCES

A & Associates is proud to serve as the trusted choice of government agencies and businesses for security guard services throughout the State of Florida. With over ten (10) years as a recognized industry leader, A & Associates is large enough to satisfy the needs of hundreds of security guard assignments, yet small enough to give you the tailored service you expect and deserve. We have experience working with large and small school districts, county and city municipalities as well as federal government agencies.

The School District of Palm Beach County, FL

A & Associates designs emergency response tactics for this school district. Additional security guard activities include roving and patrolling, manning stationary post, monitoring of surveillance cameras and report writing.

Orange County Public Schools, FL

A & Associates works with this large educational institution to provide access control, crowd control, relief and emergency security guard services. We employ over seventy five (75) guards for the various district needs.

The City of Delray Beach, FL

A & Associates works with this municipal in which we create and implement security guard services for the government Recreation Center and for large special events. During such special events, A & Associates utilized various metal detection devices to search for weapons or other non-apparent metal ensuring event safety and security.

Palm Beach County Convention Center, FL

A & Associates provides armed and unarmed security guard services on an as-needed basis for conventions and trade shows. At high-profile events A & Associates carries out access

management policies and operates access control systems which included: ID checks, bag inspection and metal screenings with metal detectors (hand wand).

National Football League, FL

A & Associates trained and assigned over two hundred (200) private security guards to work at the 2010 Super Bowl and Pro Bowl related events. This event required security officers to utilize full body x-ray security systems and hand metal detectors to reveal hidden weapons, tools, liquids, narcotics, and other contraband.

BE&K Construction at the Solid Waste Authority, FL

A & Associates serves as the on-site security agency during the creation and construction of a \$770M power plant at the Solid Waste Authority.

Palm Beach County Supervisor of Elections, FL

A & Associates worked with this entity during peak voting sessions to assist with safety, access control and crowd control. We operated archway metal detectors and super wand hand detectors to sense metal and fulfilled baggage checks.

The City of West Palm Beach, FL

A & Associates contracts with the City of West Palm Beach Police Department, City of West Palm Beach CRA and NCCI to offer community policing in a high-crime neighborhood.

There is a considerable amount of customers that use A & Associates as their security guard provider. The number of companies and government agencies that have put their trust in A & Associates to create and implement a program is getting longer and longer every day, but we hope this list gives you an idea of the world-class services we provide.

Please find the Reference Sheet attached to this section of our bid.

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Reference Sheet: RFP 476-14

Please select six (6) references from your information on prior projects submitted in proposal to this RFP, and list the reference below for contacting purposes.

	Company Name and Address	Contact Person, Phone, Fax and Email		
1	WEST PALM BEACH POLICE DEPARTMENT 600 BANYAN BOULEVARD WEST PALM BEACH, FL 33401	NAME: SGT. JOE LUCIANO PHONE: (561) 644-7231 FAX: (561) 822-1779 EMAIL: JLUCIANO@WPB.ORG		
2	ORANGE COUNTY PUBLIC SCHOOLS 6501 MAGIC WAY, BUILDING 500 ORLANDO, FL 32809	NAME: KEVIN BALLINGER PHONE: (757) 450-2777 FAX: N/A EMAIL: KEVIN.BALLINGER@OCPS.NET		
3	THE CITY OF DELRAY BEACH 100 NW 1ST AVENUE DELRAY BEACH, FL 33444	NAME: PATSY NADAL PHONE: (561) 243-7161 FAX: (561) 243-7166 EMAIL: NADAL@MYDELRAYBEACH.COM		
4	THE SCHOOL DISTRICT OF PALM BEACH COUNTY 3300 FOREST HILL BOULEVARD WEST PALM BEACH, FL 33406	NAME: MARIA TELFAIR PHONE: (561) 434-8096 FAX: (561) 434-8569 EMAIL: MARIA.TELFAIR@PALMBEACHSCHOOLS.		
5	BE&K CONSTRUCTION PBC SOLID WASTE AUTHORITY 6610 NORTH JOG ROAD SUBCONTRACTS OFFICES WEST PALM BEACH, FL 33412	NAME: RON WILES PHONE: (864) 621-0720 FAX: N/A EMAIL: RON.WILES@KBR.COM		
6	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS 50 SOUTH MILITARY TRAIL WEST PALM BEACH, FL 33415	NAME: TONYA JOHNSON PHONE: (561) 616-6840 FAX: (561) 656-7275 EMAIL: TJOHNSON@PBCGOV.ORG		



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A & ASSOCIATES RESPONSE TO CITY OF RIVERA BEACH REQUEST FOR PROPOSALS (RFP) NO.: 476-14 SECURITY GUARD SERVICES

TAB 11 - DISPUTES, LITIGATIONS, DEFAULTS

A & Associates does not have any current or past disputes, litigations or resolutions to disclose.

A & Associates warrants that there is no action suit, proceeding, inquiry, or investigation, at law or equity, before or by a court, governmental agency, public board or body, pending or, to the best of A & Associates knowledge, threatened, which would in any way prohibit, restrain, or enjoin, the execution or delivery of A & Associates obligations or diminish A & Associates financial ability to perform the terms of the proposed contract.



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A & ASSOCIATES RESPONSE TO CITY OF RIVERA BEACH REQUEST FOR PROPOSALS (RFP) NO.: 476-14 SECURITY GUARD SERVICES

TAB 12 - LOCAL VENDOR PREFERENCE

A & Associates corporate office is strategically placed in Palm Beach County, within the City of West Palm Beach. The address is 951 Sansbury's Way, West Palm Beach, FL 33411. Please note that we recently move from 8144 Okeechobee Boulevard, West Palm Beach, FL 33411. We were located at 8144 for over seven (7) years. You will notice this address on licenses and certificates as they are in the process of being updated. In addition, we have branch offices located in the City of Hollywood, City of Belle Glade and City of Stuart. This has allowed us to recruit and grow a database of over two hundred (200) professional security officers, located in the central and remote areas of Palm Beach County, able to fulfill the following assignments:

- Access Control
- Foot/Vehicular Patrol
- Surveillance Monitoring
- Crowd Control
- Public Intervention
- Customer Services
- Report Writing
- Stationery Post
- > Escorts
- Code Inspections
- > Traffic Control
- > And Many More...

Our team has instituted written policies and procedures governing the immediate availability of our skilled security officers for customers receiving services. To ensure our immediate response to a customer's request, we have implemented a stringent on-standby policy. Security officers who are critically needed to perform work necessary for our customer's program, are required to report to work as soon as notified. When an employee is on-standby, we expect their arrival

to the site or facility within one (1) hour of the notification. The firm contains a strong sense of responsibility to ensure employees are available to report to work immediately after they receive a notification. Operating multiple office locations throughout Palm Beach County, will allow us to fulfill this goal for the City.

A & Associates is a licensed Security Officer Training Facility. This has permitted us to grow a large pool of professional security officers, ready-to-work. The range of security officers available for to work at any given time will be at least fifty (50) associates. These individuals will be available to fill positions that vary from one (1) day to three hundred sixty five (365) days. They can fulfill shifts that are in four (4) to twelve (12) hour increments during any twenty four (24) hour day. We are well versed in the scheduling, briefing, deployment and supervision of large volumes of staff to ensure their immediate availability.

Please find attached the following documentation as evidence of our Palm Beach County corporate office:

• Sunbiz Printout – Florida Department of State

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Detail by Entity Name

Florida Profit Corporation

A & ASSOCIATES, INC

Filing Information

Document Number	P10000100835
FEI/EIN Number	800668811
Date Filed	12/14/2010
Effective Date	01/01/2011
State	FL
Status	ACTIVE

Principal Address

951 SANSBURY WAY WEST PALM BEACH, FL 33411

Changed: 01/17/2015

Mailing Address

951 SANSBURY WAY WEST PALM BEACH, FL 33411

Changed: 01/17/2015

Registered Agent Name & Address

WAYNE M. RICHARDS, P.A. 951 SANSBURY WAY WEST PALM BEACH, FL 33411

Name Changed: 01/17/2015

Address Changed: 01/17/2015

Officer/Director Detail

Name & Address

Title P

LUCHEY, ANDREW

*****ATTENTION*****

PLEASE NOTE THE REGISTRATION DATE FOR A & ASSOCIATES IS 12/14/2010. THIS REPRESENTS OUR CORPORATE OFFICE LOCATION 12 MONTHS PRIOR TO THE ISSUANCE OF RFP 476-14.



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A & ASSOCIATES RESPONSE TO CITY OF RIVERA BEACH REQUEST FOR PROPOSALS (RFP) NO.: 476-14 SECURITY GUARD SERVICES

TAB 13 - FEE PROPOSAL SHEET

Please find the Fee Proposal Form attached to this section of our bid.

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FEE PROPOSAL

** Please enter the price of services as a Unit per Hour for each Period of Performance in the Table below.

Period of Performance March 1, 2015 - December 31, 2016

Line	Description	Unit	Unit Price
Item			
001	Security Officer, Unarmed	Per Hour	\$14.01
002	Security Officer, Armed	Per Hour	\$17.01

Period of Performance January 1, 2017 - December 31, 2017

Line	Description	Unit	Unit Price
Item			
001	Security Officer, Unarmed	Per Hour	\$14.71
002	Security Officer, Armed	Per Hour	\$17.86

Period of Performance January 1, 2018 – December 31, 2018

Line	Description	Unit	Unit Price
Item			
001	Security Officer, Unarmed	Per Hour	\$15.45
002	Security Officer, Armed	Per Hour	\$18.75

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A & ASSOCIATES RESPONSE TO CITY OF RIVERA BEACH REQUEST FOR PROPOSALS (RFP) NO.: 476-14 SECURITY GUARD SERVICES

TAB 14 - REQUIRED FORMS

Please find the following forms attached to this section of our bid:

- Notification of Public Entity Crimes Law
- Drug Free Workplace
- Corporate Affidavit
- Indemnification Clause
- Non- Collusion Affidavit
- Truth in Negotiations Certificate
- Schedules 1 & 2

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03/20/15

REQUIRED FORMS

IN ADDITION TO A FORMAL PROPOSAL, THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL.

- 1. NOTIFICATION OF PUBLIC ENTITY CRIMES LAW
- 2. DRUG FREE WORKPLACE
- 3. CORPORATE AFFIDAVIT
- 4. INDEMNIFICATION CLAUSE
- 5. NON- COLLUSION AFFIDAVIT
- 6. TRUTH IN NEGOTIATIONS CERTIFICATE
- 7. SCHEDULES 1 & 2

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH THE PROPOSAL IN ACCORDANCE WITH THE RFP. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.

IT IS THE PROPOSER'S RESPONSIBILITY TO CONTACT THE PURCHASING DEPARTMENT PRIOR TO SUBMITTING A PROPOSAL TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ANY AND ALL SUCH ADDENDA AND RETURN EXECUTED ADDENDA WITH ITS PROPOSAL.

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Page 25

INITIAL S/DATE

PUBLIC ENTITY CRIMES AFFIDAVIT

DATE: 03/20/2015

SWORN STATEMENT UNDER SECTION 287.133(3) (A), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

- 1. This sworn statement is submitted to the City of Riviera Beach, Palm Beach County, FL by MS. ANDREW LUCHEY (print individual's name and title) for A & ASSOCIATES (print name of entity submitting sworn statement) whose 951 SANSBURY'S WAY, WPB, FL 33411 business address is and, (if applicable) its Federal Employer Identification 80-0668811 Number (FEIN) is (if the entity has no FEIN, include Social Security Number of the individual signing this sworn statement:
- 2. I understand that a "public entity crime" as defined in Paragraph 287.133 of the Florida Statutes, means a violation of any state or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" is defined by the Statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
 - 4. I understand that an "affiliate" is defined in Section 287.133(1) (a), Florida Statutes, and means:
 - (A) A predecessor or successor of a person convicted of a public entity crime; or
 - (B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a

public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applied to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate by placing a check in front of the statement which applies):

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there was a subsequent proceeding before a Hearing Officer of the State of Florida Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY, PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE AFFECTING THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS SWORN STATEMENT.

Julin ferright (Signature)

03/20/2015

(Date)

(Duit)

STATE OF FLORIDA

COUNTY OF _____ PALM BEACH

PERSONALLY APPEARED BEFORE ME, the undersigned authority, <u>MS. ANDREW LUCHEY</u>, who is <u>personally known</u> to me or who has produced as identification, and who, after first being sworn by me, affixed his/her signature in the space provided above on this <u>20TH</u> day of <u>MARCH</u>, 2015.

n

Signature of Notary Public

MS. EVELYN LOONEY

Name of Notary Public

NOTARY PUBLIC

Title or Rank

EE219881

Serial Number, if any

EVELYN YVONNE LOONEY MY COMMISSION # EE219881 EXPIRES November 12, 2016 FloridaNcaryService.com

(SEAL) My commission expires:

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with section 287.087, Florida Statutes, hereby certifies that does: (Name of Business)

A & ASSOCIATES

- 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 prohibition.
- 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.
- 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 employees 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 *Florida Statutes*, 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 such conviction.
- 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.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

03/20/2015

Proposer's Signature

Date

AFFIDAVIT FOR CORPORATION

STATE OF FLORIDA) COUNTY OF PALM BCH)

MR. ANDREW LUCHEY

PRESIDENT

(title) of the

A & ASSOCIATES (corporation described herein) being duly sworn, deposes and says that he is familiar with the books of the said corporation showing its financial position; that the foregoing statements are a true and accurate statement of the financial position of said corporation as of the date hereof; and, that the statements and answers to the interrogatories of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and that the City of Riviera Beach considers such action on the part of the applicant to constitute good cause for denial, suspension or revocation of a(n) existing work or contracts being performed by the Proposer for the City of Riviera Beach.

is

Comber frang n.

(Officer must also sign here)

Sworn to before me this <u>20TH</u> day of <u>MARCH</u>, 2015, by <u>MR. ANDREW LUCHEY</u> (name of affiant). He/she is <u>personally known</u> to me or has produced ______ (type of identification) as identification.

(Notary) SEAL MS. EVELYN LOONEY



INDEMNIFICATION CLAUSE

The parties agree that one percent (1%) of the total compensation paid to Proposer for the work of the contract shall constitute specific consideration to Proposer for the indemnification to be provided under the Contract. The Proposer shall indemnify and hold harmless the City Commission, the City of Riviera Beach, and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Proposer or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes.

A & ASSOCIATES	Contra filling " 03/20/2015
Proposer's Name Si	gnature Date
State of FLORIDA	
County of PALM BEACH	
The foregoing instrument was acknowledge 2015, by MR. ANDREW LUCHEY	d before me this <u>20TH</u> day of <u>MARCH</u> , who is (who are) personally known to me or
who has produced	· · · · · · · · · · · · · · · · · · ·
oath. Culue Jooney Notary Public Signature MS. EVELYN LOONEY	
Notary Name, Printed, Typed or Stamped	
Commission Number: EE219881 My Commission Expires: 11/12/2016	

NON-COLLUSION AFFIDAVIT

State of	FLORIDA)	
County o	PALM BEACH)	
MR. A	NDREW LUCHEY		being first duly sworn deposes and says
that:			
(1)	He/she is the	OWNER	
2911			er, Officer, Representative or Agent)
	Of <u>A & ASSO</u> attached propos		, the Contractor that has submitted the
(2)			ing the preparation and contents of the attached mstances respecting such proposal;

- Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Contractor, firm or person to fix the price or prices in the attached proposal or of any other Contractor, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Contractor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSION AFFIDAVIT

Signed, sealed and delivered In the presence of: MR. MARCOS NARVAEZ **MS. RICTORIA SIMPKINS:**

MR. ANDREW LUCHEY

(Printed Name) PRESIDENT

(Title)

ACKNOWLEDGEMENT

State of FLORIDA

County of PALM BEACH

The foregoing instrument was acknowledged before me this <u>20TH</u> day of <u>MARCH</u>, 2015, by <u>MR. ANDREW LUCHEY</u>, who is <u>personally known to</u> me or who has produced as identification and who did (did not) take an oath.

WITNESS my hand and official seal

EVELYN YVONNE LOONEY MY COMMISSION # EE219881 EXPIRES November 12, 2016 PordsNotary Service com

MS. EVELYN LOONEY

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

TRUTH IN NEGOTIATIONS CERTIFICATE

**

This is to certify that, to best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to the Contracting Officer or the

contracting Onicer's representative in support of	RFP NO.: 476-14 FOR SECURITY GUARD
	SERVICES

complete, and current as of 03/20/2015

are accurate,

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between proposer and the City that are part of the proposal.

FIRM:	A & ASSOCIATES	
SIGNATUR	RE: Gunlin fich	Y1.
NAME:	MR. ANDREW LUCHEY	
TITLE:	PRESIDENT	
DATE:	03/20/2015	

*Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached, of, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close to practicable to the date when the price negotiations were concluded and the contract price was agreed to.

ICIRS/PROPOSERS BID NUMBER: RFP N BID OPENING DATE: 03/20/2 BID OPENING DATE: 03/20/2 MBE CERTIFICATION PALM BEACH COUNTY PALM BEACH COUNTY PALM BEACH COUNTY PALM BEACH COUNTY PALM BEACH COUNTY TOTAL % PARTICIPATION: 10	PATICIPATION FOR MBE CONTRACTORS/PROPOSERS TLE: SECURITY GUARD SERVICES BID NUMBER: RFP N BIDDER: A ASSOCIATES BID OPENING DATE: 03/20/3 N. M.R. ANDREW LUCHEY TELEPHONE NO. (561) 533-5303 DEPARTMENT: 03/20/3 N. M.R. ANDREW LUCHEY TELEPHONE NO. (561) 533-5303 DEPARTMENT: 03/20/3 DRESS & TELEPHONE TELEPHONE NO. (561) 533-5303 DEPARTMENT: AMINISTR DRESS & TELEPHONE TELEPHONE NORT NON OF CONTRACT AMOUNT - MBE CERTIFICATION JATES A A SSOCIATES IS A CERTIFIED PLUM BEACH COUNTY JATES A A ASSOCIATES IS A CERTIFIED PLUM BEACH COUNTY JATES A A ASSOCIATES IS A CERTIFIED PLUM BEACH COUNTY JATES A A SSOCIATES IS A CERTIFIED PLUM BEACH COUNTY JATES A A SSOCIATES IS A CERTIFIED PLUM BEACH COUNTY JATES A A SSOCIATES IS A CERTIFIED PLUM BEACH COUNTY PALM BEACH COUNTY PLUM BEACH COUNTY PLUM BEACH COUNTY PALM BEACH COUNTY PLUM BEACH COUNTY PLUM BEACH COUNTY PALM BEACH COUNTY PLUM BEACH COUNTY PLUM BEACH COUNTY PALM BEACH COUNTY PLUM BEACH COUNTY PLUM BEACH COUNTY PALM BEACH COUNTY PLUM BEACH COUNTY	RFP NO. 476-14 03/20/2015 IINISTRATION	STATE A OTHER	STATE OTHER	STATE OTHER	STATE OTHER	TOTAL % PARTICIPATION: <u>100% OF WORK TO B</u> E FULFILLED BY A & ASSOCIATES
	PARTICIPATION FOR MBE CONTRACT ZVICES TELEPHONE NO. (561) 533-5303 TELEPHONE NO. (561) 533-5303 CONTRACT AMOUNT - CONTRACT AMOUNT - CONTRACT AMOUNT - CONTRACT WE DO NOT PLAN TO FULFILL 100% O MBE. WE PLAN TO FULFILL 100% O THE WORK REQUIRED UNDER THIS CONTRACT ANY PORTION OF THIS CONTRACT ANY PORTION OF THIS CONTRACT TO ONT PLAN TO SUBLET OF SUBLET OF SUBLET OF ANOTHER VENDOR. FILLED	ADM	PALM BEACH COUNTY	PALM BEACH COUNTY	PALM BEACH COUNTY	PALM BEACH COUNTY	TOTAL % PARTICIPATION: 10

Attachment "A"

SCHEDULE 2 SCHEDULE 2 LIAISON: LETTER OF INTENT TO PERFORM AS A MINORITY BUSINESS ENTERPRISE	TO: A & ASSOCIATES (NAME OF PRIME BIDDER) The undersigned intends to perform work in connection with the above BID as (Check one): an individual X a corporation X The undersigned is certified as a MBE. The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):		Y A & ASSOCIATES) undersigned is projecting completion of such work as follows: Projected Completion Date 04/2018	% of the dollar value of the subcontract will be sublet and/or awarded to minority contractors and/or minority suppliers. The undersigned will enter into a formal tor the work with you, conditioned upon your execution of a contract with the City of Riviera Beach. A & ASSOCIATES (NAME OF MINORITY BUSINESS ENTERPRISE CONTRACTOR) (SIGNATURE OF MINORITY BUSINESS ENTERPRISE CONTRACTOR) (SIGNATURE OF MINORITY BUSINESS ENTERPRISE CONTRACTOR) (SIGNATURE OF MINORITY BUSINESS ENTERPRISE CONTRACTOR)
476-14	TO: A & ASSOCIATES (NAME OF PRIME BIDDER) The undersigned intends to perform work in connection with the above BID as (Check one): an individual X a corporation a partnership a join X The undersigned is certified as a MBE. The undersigned is prepared to perform the following described work in connection with the above bid work in connection with the above bid bid work in connection with the above bid	SECURITY GUARD SERVICES	as the following price: \$ 100% OF WORK TO BE FULFILLED BY A & ASSOCIATES (Amount must match subcontractor's quote) You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows: Projected the following commencement Date Of Such work, and the undersigned is projecting completion of such work as follows: Tems Commencement Date Of Such work, and the undersigned is projecting completion of such work as follows: 04/2015 04/2015	100 % of the dollar value of the subcontract will be sublet and/or awarded to minority contractors and agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach. agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach. DATE: 03/20/2015 DATE: 03/20/2015 Contract BY: Contract BY: Contract Contract DATE: 03/20/2015 DATE: 03/20/2015 DATE: 03/20/2015



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<u>Corporate Headquarters</u> 951 Sansbury's Way, West Palm Beach, FL 33411 Phone: (561) 533-5303 – Fax: (561) 533-3858

A & ASSOCIATES RESPONSE TO CITY OF RIVERA BEACH REQUEST FOR PROPOSALS (RFP) NO.: 476-14 SECURITY GUARD SERVICES

<u>TAB 15 - ADDENDA</u>

Please find the attached addendums to this section of our bid.

THE REMAINDER OF THE PAGE HAS BEEN LEFT BLANK INTENTIONALLY PLEASE CONTINUE TO THE NEXT PAGE

ADDENDUM NO. ONE (1)

March 9, 2015

CITY OF RIVIERA BEACH RFP NO. 476-14 SECURITY GUARD SERVICES

TO ALL PROPOSERS ON THE ABOVE PROJECT: PLEASE NOTE CONTENTS HEREIN AND AFFIX (PASTE OR STAPLE) TO PROPOSAL DOCUMENTS YOU HAVE ON HAND.

The following statements supersede and supplant corresponding items in the above subject proposal as follows:

GENERAL INFORMATION:

I. CHANGE: SECTION 1-1 SCOPE OF SERVICES

REMOVE:

CITY HALL SECURITY GUARDS:

Proposers shall provide two (2) armed guards to be stationed at the lobby entrance of City Hall. Security Guard personnel shall be individually scheduled on staggered shifts as follows:

- First Guard- 7:30 A.M. to 4:30 P.M.
- Second Guard-9:00 A.M. to 6:00 P.M.

Security Guard personnel shall be required to promptly report to the City's Police Department upon start of their respective shifts. At that time, guards will be provided radios for emergency communication with police dispatch and to receive any special instructions to carry out their daily assignments.

Duties for City Hall Guards:

- Open City Hall at 7:30
- Lock City Hall at 5:30 p.m. (unless there is a late meeting)
- · Operate the metal detector in the lobby
- · Inspect packages, backpacks, briefcases, bags for weapons
- · Periodically, throughout the day, walk through the lobby area

REPLACE:

CITY HALL SECURITY GUARDS:

Proposers shall provide two (2) armed guards to be stationed at the lobby entrance of City Hall. Security Guard personnel shall be individually scheduled on staggered shifts as follows:

- First Guard- Monday thru Friday: 7:30 A.M. to 4:30 P.M.
- Second Guard-<u>Monday thru Friday</u>: 9:00 A.M. to 6:00 P.M.

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Security Guard personnel shall be required to promptly report to the City's Police Department upon start of their respective shifts. At that time, guards will be provided radios for emergency communication with police dispatch and to receive any special instructions to carry out their daily assignments.

Duties for City Hall Guards:

- Open City Hall at 7:30 Monday thru Friday
- · Lock City Hall at 5:30 p.m. (unless there is a late meeting) Monday thru Friday
- Operate the metal detector in the lobby
- Inspect packages, backpacks, briefcases, bags for weapons
- · Periodically, throughout the day, walk through the lobby area

REMOVE:

MUNICIPAL MARINA SECURITY GUARDS:

Required Hours:
Monday through Thursday -12:00 A.M. to 8:00 A.M
Friday and Sunday – 8:00 A.M to 4:00 P.M.; 11:00 A.M. to 7:00 P.M. (Overlap); 12:00 A.M. to 8:00 A.M.

REPLACE:

MUNICIPAL MARINA SECURITY GUARDS:

Required Hours:

Monday through Thursday -12:00 A.M. to 8:00 A.M
 Friday thru Sunday - 8:00 A.M to 4:00 P.M.; 11:00 A.M. to 7:00 P.M. (Overlap); 12:00 A.M. to 8:00 A.M.

SPECIFICATIONS:

1. REQUEST FOR INFORMATION (RFI) PLEASE SEE ATTACHED DOCUMENTS.

It will be required that Addendum No. 1 be signed in acknowledgment of receipt and that it be attached to the proposal when same is submitted at 3:30 p.m., Tuesday, March 17, 2015 at the office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida. For information on this PROPOSAL, please contact:

Purchasing Department 2391 Avenue "L" Riviera Beach, FL 33404 (561) 845-4180; (561) 842-5105 - fax

A & ASSOCIATES

fiching the

BIDDER'S SIGNATURE

NAME OF COMPANY

DATE: 03/20/2015

ADDENDUM NO. TWO (2)

March 13, 2015

CITY OF RIVIERA BEACH **RFP NO 476-14** SECURITY GUARD SERVICES

TO ALL PROPOSERS ON THE ABOVE PROJECT: PLEASE NOTE CONTENTS HEREIN AND AFFIX (PASTE OR STAPLE) TO PROPOSAL DOCUMENTS YOU HAVE ON HAND.

The following statements supersede and supplant corresponding items in the above subject proposal as follows:

GENERAL CONDITIONS:

I. RESPONSE TO RFI's

SPECIFICATION:

PLANSHEETS:

NOTICE:

It will be required that Addendum No. 2 be signed in acknowledgment of receipt and that it be attached to the RFP when same is submitted at 3:30 p.m., Tuesday, March 17, 2015 at the Office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida. For information on this RFP, please contact:

> Purchasing Department 2391 Avenue "L" Riviera Beach, FL 33404 (561) 845-4180; (561) 842-5105 - fax

chy

BIDDER'S SIGNATURE

A & ASSOCIATES NAME OF COMPANY

03/20/2015 DATE:

ADDENDUM NO. THREE (3)

March 16, 2015

CITY OF RIVIERA BEACH RFP NO 476-14 SECURITY GUARD SERVICES

TO ALL PROPOSERS ON THE ABOVE PROJECT: PLEASE NOTE CONTENTS HEREIN AND AFFIX (PASTE OR STAPLE) TO PROPOSAL DOCUMENTS YOU HAVE ON HAND.

The following statements supersede and supplant corresponding items in the above subject proposal as follows:

GENERAL CONDITIONS:

CHANGE: PROPOSAL DUE DATE AND TIME FROM TUESDAY, MARCH 17, 2015 AT 3:30 PM TO FRIDAY, MARCH 20, 2015 AT 3:30 P.M.

SPECIFICATION:

PLANSHEETS:

NOTICE:

It will be required that Addendum No. 1 be signed in acknowledgment of receipt and that it be attached to the RFP when same is submitted at 3:30 p.m., Friday, March 20, 2014 at the Office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida. For information on this RFP, please contact:

Purchasing Department 2391 Avenue "L" Riviera Beach, FL 33404 (561) 845-4180; (561) 842-5105 - fax

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NAME OF COMPANY

A & ASSOCIATES

DATE: 03/20/2015

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ADDENDUM NO. FOUR (4)

March 17, 2015

CITY OF RIVIERA BEACH RFP NO 476-14 SECURITY GUARD SERVICES

TO ALL PROPOSERS ON THE ABOVE PROJECT: PLEASE NOTE CONTENTS HEREIN AND AFFIX (PASTE OR STAPLE) TO PROPOSAL DOCUMENTS YOU HAVE ON HAND.

The following statements supersede and supplant corresponding items in the above subject proposal as follows:

GENERAL CONDITIONS:

I. CHANGE: ADD AS PAGE 24B RIVIERA BEACH PURCHASING DEPARTMENT CONTRACTOR PRE-QUALIFICATION REFERENCE SHEET - NOTE: FORM TO BE RETURNED TO THE PURCHASING DEPARTMENT ON OR BEFORE MARCH 30, 2015. - THIS DOES NOT AFFECT THE CLOSE DATE FOR SUBMITTAL ON MARCH 20, 2015 @ 3:30PM.

SPECIFICATION:

PLANSHEETS:

NOTICE:

It will be required that Addendum No. 4 be signed in acknowledgment of receipt and that it be attached to the RFP when same is submitted at 3:30 p.m., Friday, March 20, 2015 at the Office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida. For information on this RFP, please contact:

Purchasing Department 2391 Avenue "L" Riviera Beach, FL 33404 (561) 845-4180; (561) 842-5105 - fax

A & ASSOCIATES

- poly 11.

NAME OF COMPANY

BIDDER'S SIGNATUR

DATE: 03/20/2015

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NOTICE

ADDENDUM NO. FIVE (5)

March 18, 2015

CITY OF RIVIERA BEACH RFP NO 476-14 SECURITY GUARD SERVICES

TO ALL PROPOSERS ON THE ABOVE PROJECT: PLEASE NOTE CONTENTS HEREIN AND AFFIX (PASTE OR STAPLE) TO PROPOSAL DOCUMENTS YOU HAVE ON HAND.

The following statements supersede and supplant corresponding items in the above subject proposal as follows:

GENERAL CONDITIONS:

RESPONSE TO RFPs

SPECIFICATION:

PLANSHEETS:

NOTICE:

It will be required that Addendum No. 1 be signed in acknowledgment of receipt and that it be attached to the RFP when same is submitted at 3:30 p.m., Friday, March 20, 2015 at the Office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida. For information on this RFP, please contact:

Purchasing Department 2391 Avenue "L" Riviera Beach, FL 33404 (561) 845-4180; (561) 842-5105 - fax

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NAME OF COMPANY DATE: 03/20/2015

A & ASSOCIATES

Page 72 of 76



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A & ASSOCIATES RESPONSE TO CITY OF RIVERA BEACH REQUEST FOR PROPOSALS (RFP) NO.: 476-14 SECURITY GUARD SERVICES

TAB 16 - PROPOSAL MATRIX - EVALUATION CRITERIA

Please find below the Proposal Matrix listing sections and pages of the Evaluation Criteria information outlined in Section 5 – Evaluation Process

PROPOSAL MATRIX – EVALUATION CRITERIA					
CRITERIA	ТАВ	PAGE NUMBER			
Table of Contents	1	1			
Transmittal Letter	2	3			
Company Overview and Qualifications	3	5			
Staff Experience	4	12			
Past Projects	5	25			
Equipment/Uniforms	6	28			
Classification of Guards, Training, Etc.	7	32			
Management and Supervisory Personnel	8	37			
Supervisory/Check In Procedures	9	43			
References	10	44			
Disputes, Litigations and Resolutions	11	47			
License Sanctioned	3	5			
Principal Office Location/Local Vendor Preference	12	48			
Fee Proposal	13	51			
Required Forms	14	53			
Addenda	15	66			
Ownership/Participation	3	5			
Bonus Points – Maximizing MBE		64 & 75			
Points for Oral Interviews	N/A	N/A			
Proposal Matrix - Evaluation Criteria	16	73			



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A & ASSOCIATES RESPONSE TO CITY OF RIVERA BEACH REQUEST FOR PROPOSALS (RFP) NO.: 476-14 SECURITY GUARD SERVICES

TAB 17 – ADDITIONAL INFORMATION

INSURANCE DECLARATION

A & Associates warrants that it has a comprehensive program of insurance. If awarded this contract, A & Associates will procure and will maintain, during the entire period of performance, the type of insurance specified in the RFP. In addition to the terms and conditions related to the work set forth in the RFP, A & Associates will cause insurance policies to include the City as additional insured for claims caused in whole or in part by A & Associates acts or omissions during the performance of work. A & Associates agrees to maintain said liability coverage, at its own expense, for the entire duration of this contract. All insurance policies shall be written with financially responsible companies authorized to do business in the State of Florida. We will submit a Certificate of Insurance giving evidence of the required coverage before commencement of work.

DRUG FREE WORKPLACE

Prior to employment, all personnel hired are drug tested. Subsequent drug testing, whether at random or for reasonable suspicion, is also conducted by A & Associates. In addition, we will make sure that drug testing services are available during both day and evening shifts. An employee or applicant testing positive for drugs will be dismissed and not be permitted to work at any City facility.

WEAPON FREE WORKPLACE

In order to ensure a safe environment for employees and customers, A & Associates prohibits the wearing, transporting, storage, or presence of firearms or other dangerous weapons in our facilities or on customer property. Any employee in possession of a firearm or other weapon while on our facilities/property or while otherwise fulfilling job responsibilities may face disciplinary action including termination. Possession of a valid concealed weapons permit authorized by the State of Florida is not an exemption under this policy.

MBE CERTIFICATION

A & Associates is the prime source for identifying, recruiting and employing diverse talent. As a minority owned firm, our objective is to seek experienced diverse professionals and connect them with organizations that promote diversity while maintaining conformity with the Equal Employment Opportunity Commission. Moreover, our active role in supporting diverse recruiting initiatives will ensure the City has access to a diverse pool of the highest qualified candidates.

Our company is certified as a Minority Business Enterprise through the following certification agency:

State Of Florida Office Of Supplier Diversity

CONFLICTS OF INTEREST

This section shall serve as affirmation that A & Associates has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. This section shall also serve as affirmation that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. A & Associates certifies to the best of knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the City. It is agreed by A & Associates that in the performance of the services required under this contract, A & Associates, and any of its subcontractors or employees, shall at all times be considered independent contractors and not employees of the City.

In addition, A & Associates requires all employees and corporate officers to declare any conflicts of interest that may be inherent to our proposal submissions. A conflict of interest exists when an employee or corporate officer has ties to the customer that may inappropriately influence their judgment. A & Associates does not have any relationships– professional, financial or otherwise – which the firm, any of its principals or employees, or any affiliate or subcontractor, may have with the City, its elected or appointed officials, its employees or agents or any of its agencies or component units. Due to the fact that we do not have such relationships, no conflict of interest exists for A & Associates to bid on this project. Additionally, A & Associates shall give the City written notice of any other relationships – professional, financial or otherwise – that the firm, any of its principals or employees, or any affiliate or subcontractor, enters into with the City, its elected or appointed officials, it employees or agents or any of its agencies or component units principals or employees, or any affiliate or subcontractor, enters into with the City, its elected or appointed officials, it employees or agents or any of its agencies or component units principals or employees, or any affiliate or subcontractor, enters into with the City, its elected or appointed officials, it employees or agents or any of its agencies or component units during the period of the agreement.

EEO HIRING PRACTICES

A & Associates provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability or genetics. In addition to federal law requirements, A & Associates complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including

recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

WORKPLACE HARASSMENT

A & Associates expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of A & Associates employees to perform their job duties may result in discipline up to and including discharge.