

REQUEST FOR PROPOSALS #06-22 Security Services

October 21, 2021

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the City of Clearwater (City) until **10:00 AM, Local Time, November 23, 2021** to provide **Security Services.**

Brief Description: The City of Clearwater (City) is seeking proposals from licensed security service companies with trained, uniformed, unarmed security guards/officers to perform security services for various departments and locations within the City of Clearwater.

Proposals must be in accordance with the provisions, specifications and instructions set forth herein and will be received by the Procurement Division until the above noted time, when they will be publicly acknowledged and accepted.

Proposal packets, any attachments and addenda are available for download at: https://www.myclearwater.com/business/rfp

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

General, Process, or Technical Questions concerning this solicitation should be directed, IN WRITING, to the Procurement contact below:

This Request for Proposals is issued by:

Lori Vogel, CPPB
Procurement Manager
Lori.vogel@myclearwater.com

INSTRUCTIONS

| i.1 | <u>VENDOR QUESTIONS:</u> All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the contact listed on Page 1. Questions should be submitted in writing via letter, fax or email. Questions received less than ten (10) calendar days prior to the due date and time may be answered at the discretion of the City. |
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| i.2 | ADDENDA/CLARIFICATIONS: Any changes to the specifications will be in the form of an |

i.2 ADDENDA/CLARIFICATIONS: Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website no less than seven (7) days prior to the Due Date. Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their proposal. The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a proposal.

| i.3 | VENDOR CONFERENCE / SITE VISIT: | ☐ Yes | ⊠ No |
|-----|--|-------|------|
| | Mandatory Attendance: | ☐ Yes | ⊠ No |

If so designated above, attendance is mandatory as a condition of submitting a proposal. The conference/site visit provides interested parties an opportunity to discuss the City's needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract.

i.4 <u>DUE DATE & TIME FOR SUBMISSION AND OPENING:</u>

Date: November 23, 2021 **Time:** 10:00 AM (Local Time)

The City will open all proposals properly and timely submitted and will record the names and other information specified by law and rule. All proposals become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the bid opening, will be posted on the City website. Once a notice of intent to award is posted or 30 days from day of opening elapses, whichever occurs earlier, proposals are available for inspection by contacting the Procurement Division.

i.5 **PROPOSAL FIRM TIME:**

120 Days from Opening

Proposal shall remain firm and unaltered after opening for the number of days shown above. The City may accept the proposal, subject to successful contract negotiations, at any time during this time.

i.6 **PROPOSAL SECURITY:**

☐ Yes <u>\$ 0.00</u> ☒ No

If so designated above, a proposal security in the amount specified must be submitted with the proposal. The security may be submitted in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Florida; cash; certified check, or cashier's check payable to the City of Clearwater (personal or company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. Such proposal security shall be forfeited to the City of Clearwater should the proposer selected fail to execute a contract when requested.

PERFORMANCE SECURITY:

☐ Yes <u>\$ 0.00</u> ☒ No

If required herein, the Contractor, simultaneously with the execution of the Contract, will be required to furnish a performance security. The security may be submitted in one-year increments and in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Florida; cash; certified check, cashier's check or money order payable to the City of Clearwater (personal and company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. If the Contractor fails or refuses to fully comply with the terms and conditions of the contract, the City shall have the right to use all or such part of said security as may be necessary to reimburse the City for loss sustained by reason of such breach. The balance of said security, if

INSTRUCTIONS

any, will be returned to Contractor upon the expiration or termination of the contract.

i.7 **SUBMIT PROPOSALS TO:** It is recommended that proposals are submitted electronically through our bids website at https://www.myclearwater.com/business/rfp.

Proposers may mail or hand-deliver proposals to the address below. E-mail or fax submissions will not be accepted. Use label at the end of this solicitation package

City of Clearwater

Attn: Procurement Division

100 S Myrtle Ave, 3rd Fl, Clearwater FL 33756-5520

or

PO Box 4748, Clearwater FL 33758-4748

Proposals will be received at this address. Proposers may mail or hand-deliver proposals; e-mail or fax submissions will not be accepted.

No responsibility will attach to the City of Clearwater, its employees or agents for premature opening of a proposal that is not properly addressed and identified.

- i.8 **LATE PROPOSALS.** The proposer assumes responsibility for having the proposal delivered on time at the place specified. All proposals received after the date and time specified shall not be considered and will be returned unopened to the proposer. The proposer assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Clearwater, or any private courier, regardless whether sent by mail or by means of personal delivery. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Clearwater, Florida local times. The proposer agrees to accept the time stamp in the City's Procurement Office as the official time.
- i.9 **LOBBYING; LOBBYING NO-CONTACT PERIOD; QUESTIONS REGARDING SOLICITATION.**From the time a competitive solicitation is posted until such time as the contract is awarded by the city or the solicitation is cancelled, all bidders, offerors, respondents, including their employees, representatives, and other individuals acting on their behalf, shall be prohibited from lobbying city officers, city employees, and evaluation committee members.

Violation of this section may result in rejection/disqualification from award of the contract arising out of the competitive solicitation.

All questions regarding the competitive solicitation must be directed to the procurement manager or designee, who will respond in writing and post such response to ensure that all respondents receive the same information during the No-Contact Period.

The penalty for violating the No-Contact Period may include suspension or debarment

- i.10 **COMMENCEMENT OF WORK.** If proposer begins any billable work prior to the City's final approval and execution of the contract, proposer does so at its own risk.
- i.11 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than (seven (7) business days in advance of the due date notify the contact on page one (1). The City is not responsible for and will not pay any costs associated with the preparation and submission of the proposal. Proposers are cautioned to verify their proposals before submission, as amendments to or withdrawal of proposals submitted after time specified for opening of proposals may not be considered. The City will not be responsible for any proposer errors or omissions.

- i.12 **FORM AND CONTENT OF PROPOSALS.** Unless otherwise instructed or allowed, proposals shall be submitted on the forms provided. An original and the designated number of copies of each proposal are required. Proposals, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the proposal is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that an electronic copy of the proposal be submitted. The proposal must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the proposal.
- i.13 **SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.
 - Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the proposer. The City reserves the right to reject proposals that the City deems unacceptable.
- i.14 MODIFICATION / WITHDRAWAL OF PROPOSAL. Written requests to modify or withdraw the proposal received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the proposal and marked as a MODIFICATION or WITHDRAWAL of the proposal. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any proposal security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.
- i.15 **DEBARMENT DISCLOSURE.** If the vendor submitting a proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the proposer shall include a letter with its proposal identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. A proposal from a proposer who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- i.16 **RESERVATIONS.** The City reserves the right to reject any or all proposals or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible proposals; to reject unbalanced proposals; to reject proposals where the terms, prices, and/or awards are conditioned upon another event; to reject individual proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any proposal. The City may seek clarification of the proposal from proposer at any time, and failure to respond is cause for rejection. Submission of a proposal confers on proposer no right to an award or to a subsequent contract. The City is responsible to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the proposer and the City until the City executes a written contract or purchase order.
- i.17 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a proposer may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.

- i.18 **COPYING OF PROPOSALS.** Proposer hereby grants the City permission to copy all parts of its proposal, including without limitation any documents and/or materials copyrighted by the proposer. The City's right to copy shall be for internal use in evaluating the proposal.
- i.19 **CONTRACTOR ETHICS.** It is the intention of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.

To achieve this purpose, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
- b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
- c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.
- i.20 **GIFTS.** The City will accept no gifts, gratuities or advertising products from proposers or prospective proposers and affiliates. The City may request product samples from vendors for product evaluation.
- i.21 **PROTESTS AND APPEALS.** If a Respondent believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its proposal, and/or believes the selected proposal is not in the City's best interests, the Respondent may submit a written protest. All protests and appeals are governed by the City of Clearwater Purchasing Policy and Procedures Section 18 ("Purchasing Policy"). If there exists any discrepancy in this Section i.21 and the Purchasing Policy, the language of the Purchasing Policy controls.

Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the bid opening must be filed with the Procurement Manager no later than five (5) business days before Bid Opening. Protests that only become apparent after the Bid Opening must be filed within the earlier of ten (10) business days of the alleged violation of the applicable purchasing ordinance. The complete protest procedure can be obtained by contacting the Procurement Division.

ADDRESS PROTESTS TO:

City of Clearwater - Procurement Division 100 So Myrtle Ave, 3rd FI Clearwater FL 33756-5520 or PO Box 4748 Clearwater FL 33758-4748

- i.22 **EVALUATION PROCESS.** Proposals will be reviewed by a screening committee comprised of City employees. The City staff may or may not initiate discussions with proposers for clarification purposes. Clarification is not an opportunity to change the proposal. Proposers shall not initiate discussions with any City employee or official.
- i.23 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates three (3) categories of information: responsiveness, responsibility, the technical proposal/price. All proposals must meet the following responsiveness and responsibility criteria.
 - a) Responsiveness. The City will determine whether the proposal complies with the instructions for submitting proposals including completeness of proposal which encompasses the inclusion of all required attachments and submissions. The City must reject any proposals that are submitted late. Failure to meet other requirements may result in rejection.
 - b) Responsibility. The City will determine whether the proposer is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced proposals, past performance, references (including those found outside the proposal), compliance with applicable laws, proposer's record of performance and integrity- e.g. has the proposer been delinquent or unfaithful to any contract with the City, whether the proposer is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A proposer must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review proposer's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
 - c) Technical Proposal. The City will determine how well proposals meet its requirements in terms of the response to the specifications and how well the offer addresses the needs of the project. The City will rank offers using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.
 - d) If less than three (3) responsive proposals are received, at the City's sole discretion, the proposals may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.

For this RFP, the criteria that will be evaluated and their relative weights are:

| EVALUATION CRITERIA (Response Elements, pgs. 23 - 24) | Points |
|---|--------|
| Demonstrated Experience of the Firm (Tab 2) | 25 |
| References (Tab 2) | 15 |
| Qualifications and Availability of Security Personnel (Tab 3) | 25 |
| Ability to Meet Scheduling Requirements (Tab 3) | 20 |
| Services Pricing (Tab 4) | 15 |

- i.24 **SHORT-LISTING.** The City at its sole discretion may create a short-list of the highest ranked proposals based on evaluation against the evaluation criteria. Short-listed proposers may be invited to give presentations and/or interviews. Upon conclusion of any presentations/interviews, the City will finalize the ranking of shortlisted firms.
- i.25 **PRESENTATIONS/INTERVIEWS** Presentations and/or interviews may be requested at the City's discretion. The location for these presentations and/or interviews will be determined by the City and may be held virtually.

- i.26 **BEST & FINAL OFFERS.** The City may request best & final offers if deemed necessary, and will determine the scope and subject of any best & final request. However, the proposer should not expect that the City will ask for best & finals and should submit their best offer based on the terms and conditions set forth in this solicitation.
- i.27 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the proposer submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the proposal price is fair and reasonable.
- i.28 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Proposer must be prepared for the City to accept the proposal as submitted. If proposer fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject proposal or revoke the award, and may begin negotiations with another proposer. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the proposer and the City until the City executes a written contract or purchase order.
- i.29 NOTICE OF INTENT TO AWARD. Notices of the City's intent to award a Contract are posted to Purchasing's website. It is the proposer's responsibility to check the City of Clearwater's website at https://www.myclearwater.com/business/rfp to view relevant RFP information and notices.
- i.30 **RFP TIMELINE.** Dates are tentative and subject to change.

Release RFP: 10/21/2021

Advertise Tampa Bay Times: 10/27/2021

Responses due: 11/23/2021

Review proposals: 11/23/2021-12/07/2021

Presentations (if requested): Week of December 20, 2021 Award recommendation: Week of December 20, 2021

Council authorization: January 2022 Contract begins: January 2022

- S.1 **DEFINITIONS.** Uses of the following terms are interchangeable as referenced: "vendor, contractor, supplier, proposer, company, parties, persons", "purchase order, PO, contract, agreement", "city, Clearwater, agency, requestor, parties", "bid, proposal, response, quote".
- S.2 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
- S.3 **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
- S.4 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.5 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.6 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
- S.7 NON- EXCLUSIVITY. The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.8 **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
- S.9 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

S.10 COMPLIANCE WITH APPLICABLE LAWS.

- a. General. Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
- b. Drug-Free Workplace. Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified

in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. Federal and State Immigration Laws. Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
 - (i) As applicable to Contractor, under this provision, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter "Contractor Immigration Warranty").
 - (ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - (iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - (iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - (v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.
- d. Nondiscrimination. Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

S.11 SALES/USE TAX. OTHER TAXES.

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.
- b. The City is exempt from paying state and local sales/use taxes and certain federal excise taxes and will furnish an exemption certificate upon request.

- S.12 **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
- S.13 **OPENNESS OF PROCUREMENT PROCESS.** Written competitive proposals, replies, oral presentations, meetings where vendors answer questions, other submissions, correspondence, and all records made thereof, as well as negotiations or meetings where negotiation strategies are discussed, conducted pursuant to this RFP, shall be handled in compliance with Chapters 119 and 286, Florida Statutes.

Proposals or replies received by the City pursuant to this RFP are exempt from public disclosure until such time that the City provides notice of an intended decision or until 30 days after opening the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this RFP and provides notice of its intent to reissue the RFP, then the rejected proposals or replies remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued RFP or until the City withdraws the reissued RFP. A proposal or reply shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

Oral presentations, meetings where vendors answer questions, or meetings convened by City staff to discuss negotiation strategies, if any, shall be closed to the public (and other proposers) in compliance with Chapter 286 Florida Statutes. A complete recording shall be made of such closed meeting. The recording of, and any records presented at, the exempt meeting shall be available to the public when the City provides notice of an intended decision or until 30 days after opening proposals or final replies, whichever occurs first. If the City rejects all proposals or replies pursuant to this RFP and provides notice of its intent to reissue the RFP, then the recording and any records presented at the exempt meeting remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued RFP or until the City withdraws the reissued RFP. A recording and any records presented at an exempt meeting shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Rosemarie Call, phone: 727-562-4092 or Rosemarie.Call@myclearwater.com, 600 Cleveland Street, Suite 600, Clearwater, FL 33755.

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City of Clearwater (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

- S.14 **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
- S.15 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current

background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

S.16 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

S.17 **DEFAULT.**

- a. A party will be in default if that party:
 - (i) Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - (ii) Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - (iii) Conducts business in an unethical manner or in an illegal manner; or
 - (iv) Fails to carry out any term, promise, or condition of the Agreement.
- b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Section 27 of the City's Purchasing and Procedures Manual.
- c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
- d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
- S.18 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
 - a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
- d. Neither party will be liable for incidental, special, or consequential damages.
- S.19 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
- S.20 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
- S.21 **CONFLICT OF INTEREST F.S. Section 112.** Pursuant to F.S. Section 112, the City may cancel this Agreement after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- S.22 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
- S.23 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
- S.24 **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

S.25 INDEMNIFICATION/LIABILITY.

- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.
- b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
- c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
- S.26 WARRANTY. Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or

services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

- S.27 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
- S.28 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
- S.29 **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
- S.30 **USE OF NAME.** Contractor will not use the name of the City of Clearwater in any advertising or publicity without obtaining the prior written consent of the City.
- S.31 **PROHIBITED ACTS.** Pursuant to Florida Constitution Article II Section 8, a current or former public officer or employee within the last two (2) years shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.
- S.32 **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
- S.33 **RISK OF LOSS**. Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
- S.34 **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
- S.35 **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
- S.36 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without

limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

- S.37 **CONTRACT ADMINISTRATION.** The contract will be administered by the Procurement Division and/or an authorized representative from the using department. All questions regarding the contract will be referred to the Procurement Division for resolution. Supplements may be written to the contract for the addition or deletion of services.
- S.38 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
- S.39 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Florida government agencies, including the Tampa Bay Area Purchasing Cooperative. Under a Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.
 - Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.
- S.40 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Procurement Division.
- S.41 **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- S.42 **GOVERNING LAW, VENUE.** This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.
- S.43 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
- S.44 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.45 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may

STANDARD TERMS AND CONDITIONS

be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

S.46 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

1. **INTRODUCTION.** The City of Clearwater (City) is located on the West Coast of Florida in the Tampa Bay region. It is the third largest city in the region with an estimated population of nearly 118,017 residents. The City of Clearwater is also a major tourist destination – Clearwater Beach was rated #1 U.S. Beach by *TripAdvisor's Traveler's Choice Awards in 2018 and 2019* and is consistently ranked as one of the top beaches in the world. The City of Clearwater is home to the Philadelphia Phillies Spring Training and Clearwater Threshers Minor League Baseball, as well as hosting several sports tournaments through the year that attract visitors from across the country. Clearwater is home to Winter the Dolphin and the Clearwater Marine Aquarium. Winter's story made it all the way to Hollywood in the motion pictures "Dolphin Tale" and "Dolphin Tale 2", both filmed here in Clearwater.

The City of Clearwater is committed to ensuring that we have a sustainable city through green measures focusing on our economy, environment and community.

- GENERAL PURPOSE. The City of Clearwater is seeking proposals from licensed security service companies with trained, uniformed, unarmed security guards/officers (security personnel) to perform security services for various departments and locations within the City of Clearwater.
- SCOPE OF WORK. The specific schedule and work requirements for the listed locations are described below. These requirements shall not preclude the City from requesting additional tasks and/or duties related to security.

3.1. GENERAL STAFFING REQUIREMENTS.

- a. <u>Communication:</u> All security personnel must be able to communicate orally, read, and write, in English. Bilingual security personnel may be requested for specific events or assignments, as needed.
- b. <u>Customer Service</u>: All security personnel must demonstrate a commitment to be courteous, helpful, attentive, and alert during their shifts. Security personnel shall be trained and experienced in building security, event security, customer service, and handling difficult people as well as escalated situations. The City reserves the right to require immediate removal of any security personnel deemed unfit for service. The Vendor must have appropriate staffing resources to be able to provide a replacement within twenty-four (24) hours.
- c. <u>Uniforms:</u> All security personnel shall maintain a professional appearance and demeanor, be properly uniformed for the assignment, and wear an identification badge at all times (a minimum of three [3] photos of security personnel uniforms are required with response).
- d. <u>Equipment:</u> Appropriate equipment will be provided by the vendor to all security personnel

 a cell phone or radio is a requirement; a City radio may be provided to the on–site manager during City events. Security personnel are prohibited from carrying weapons of any kind, including but not limited to firearms, nightsticks, martial arts weapons or equipment, batons, or any chemical agent spray or liquid.
- e. <u>Management:</u> Vendor shall provide appropriate and necessary management and supervision for all security personnel and shall be solely responsible for instituting any disciplinary action of personnel not in compliance with the vendor's rules and regulations, as well as any other policy established by the contracting parties.
- **3.2. SERVICE LOCATIONS.** Additional locations may be added or removed during the term of the contact. Below are the locations and services requested for the City's current primary locations:

3.2.1. CLEARWATER MUNICIPAL SERVICES BUILDING (MSB); 100 S. MYRTLE AVE., CLEARWATER, FL

- a. Number of security personnel: one (1) daily.
- b. A security personnel shall be stationed at the MSB lobby reception desk Monday through Friday, 8:00 a.m. until 5:00 p.m. (EST), excluding City recognized holidays.
- c. Due to Covid 19, visitors and delivery personnel are not permitted to enter the MSB building past the security checkpoint. Once restrictions are lifted, the security personnel shall monitor entry and egress access to ensure all visitors are checked in and issued a visitor badge. All persons entering the building will be required to sign in and out and indicate the department and employee(s) they will be visiting. Delivery persons will be allowed entry for department access.
- d. The security personnel shall assist City staff with disruptive and/or unruly visitors. This includes asking individual(s) to leave the premises and/or coordinating with the City of Clearwater's Police Department to escort the individual(s) off the premises.
- e. Security personnel shall report any unusual activity to Parks Administrative Services Manager, and depending on severity of situation, the Clearwater Police Department.
- f. The security personnel shall assist City staff in the event of an emergency, including assistance during a building evacuation.
- g. The security personnel stationed at this site will be required to submit a daily incident/operating report which shall include the roster of all visitor(s) that entered/exited the building and any events of suspicious nature that required supplemental attention including all parties involved (i.e. police, department staff, etc.).
- h. The City will equip the reception desk with standard equipment including a computer, phone, and a two-way (2-way) radio to be used for business purposes only.
- i. The City will provide building access card(s) to the Vendor. Vendor shall require all employees performing under this contract to personally sign and be responsible for each electronic access card to gain entry to the MSB. Access cards are to be used only by the individual who has been assigned the card and approved by the City. When an individual is no longer employed by the Vendor, the card must be reassigned using the City's employee exit procedures. Procedures will be provided to the awarded vendor. If a card is lost, report immediately to the Management Analyst with the Parks & Recreation Department. The use of an access card by any person other than the individual to whom the card is assigned will be cause for termination of the Contract.

3.2.2. CITY SPECIAL EVENTS; VARIOUS LOCATIONS, CLEARWATER, FL (reference Exhibit A Special Events Tentative Schedule for 2022 events)

a. Number of guards: varies depending on size of event

DETAILED SPECIFICATIONS

- b. The City hosts a variety of concerts and sports events throughout the year. Each event has unique security requirements that are pre-planned and vetted with the Vendor. Event security personnel are prohibited from "hands-on" contact with event attendees.
- c. Prior to an event, Vendor will work with the City's event staff to develop an action plan for an upcoming event. The action plan will include identifying the number and type of security personnel needed (i.e. parking lot personnel, security personnel, event pit personnel, etc.), utilize event metrics to assign supervisors, roamers, and other required staffing. Review City prepared event map with security placement locations and finalize plan with site visit several days prior to the event.
- d. Pricing shall be extended for special events and athletics, co-sponsored groups (i.e. City Co-Sponsored Youth Sports Groups, etc.) and billed directly to the group.
- e. Coachman Park is currently closed and is expected to reopen to host events in 2022/2023. Once the park is opened, priorities may change.

3.2.3. MAIN LIBRARY; 100 N. OSCEOLA AVE., CLEARWATER, FL

- a. Number of guards: one (1) per meeting
- b. Security personnel shall be stationed at the Council Chambers during times City Council is in session. City Council Meeting schedule will be shared with the Vendor upon award. To view prior meeting dates visit https://www.myclearwater.com/government/council-meeting-streaming-videos.
- c. The security personnel shall assist City staff in the event of an emergency, including assistance during a building evacuation.
- d. The security personnel shall assist City staff with disruptive and/or unruly visitors. This includes asking individual(s) to leave the premises and/or coordinating with the Clearwater's Police Department to escort the individual(s) off the premises.

3.2.4. PARKING GARAGES; MSB PARKING GARAGE, STATION SQUARE AND GARDEN AVENUE GARAGE.

- a. Number of guards: one (1), patrolling three (3) parking garage locations that are open to the public for parking 24/7/365.
 - Garden Ave Garage
 - Municipal Services Center Garage
 - Station Square Garage (public Level only)
- b. Security personnel will patrol the parking garages Monday through Sunday, 12:00 a.m. until 5:00 a.m. (EST), including holidays.
- c. Security personnel will be responsible for patrolling the properties, inspecting the garages / equipment, and periodically monitoring access points.
- d. Security personnel will prevent losses and damage by detecting any suspicious happenings and preventing vandalism, thefts, and any other criminal behavior while reporting irregularities and informing trespassers of policy and procedures.

- e. Security personnel shall report any unusual activity to the Parking Operations Supervisor and depending on severity of situation, the Clearwater Police Department.
- f. It may be necessary to complete a written report about any significant event or finding and it is expected that Security personnel will cooperate with any police investigation initiated through this scope of work, up to and including testifying in court if needed.
- 4. **MINIMUM QUALIFICATIONS.** Vendor's responding to this solicitation, and their employees, will be properly licensed in accordance with state, county, and/or city requirements, and be able to demonstrate relevant experience and qualifications to comply with the requirements set forth herein. A minimum of three (3) references, preferably from other public entities for which similar services have been provided, are required.
- 5. **INSURANCE REQUIREMENTS.** The Vendor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically the Vendor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

- a. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- b. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- c. Professional Liability/Malpractice/Errors or Omissions Insurance coverage appropriate for the type of business engaged in by the Respondent with minimum limits of \$2,000,000 (two million dollars) per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (SERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.
- d. Unless waived by the State of Florida and proof of waiver is provided to the City, statutory Workers' Compensation Insurance coverage in accordance with the laws of the State of Florida, and Employer's Liability Insurance in the minimum amount of \$500,000 (five hundred thousand dollars) each employee each accident, \$500,000 (five hundred thousand dollars) each employee by disease, and \$500,000 (five hundred thousand dollars) disease policy limit. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any. The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

DETAILED SPECIFICATIONS

Other Insurance Provisions.

a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Vendor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured" on the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance. In addition when requested in writing from the City, Vendor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Clearwater Attn: Procurement Division, RFP #06-22 P.O. Box 4748 Clearwater. FL 33758-4748

- b. Vendor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- c. Vendor's insurance as outlined above shall be primary and non-contributory coverage for Vendor's negligence.
- d. Vendor reserves the right to appoint legal counsel to provide for the Vendor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Vendor's design, equipment, or service. Vendor agrees that the City shall not be liable to reimburse Vendor for any legal fees or costs as a result of Vendor providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and City's failure to request evidence of this insurance shall not be construed as a waiver of Vendor's (or any contractors', subcontractors', representatives' or agents') obligation to provide the insurance coverage specified.

- 1. **ANTICIPATED BEGINNING AND END DATE OF INITIAL TERM.** January 2022 January 2023 If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.
- 2. **EXTENSION.** The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.
- 3. **RENEWAL.** At the end of the initial term of this contract, the City may initiate renewal(s) as provided herein. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

Three (3), one (1) year renewals are possible at the City's option.

- 4. **PRICES.** All pricing shall be firm for the initial term of one (1) year except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this proposal.
 - a. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this proposal and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.
 - b. During the sixty (60) day period prior to the renewal anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices in an amount for no more than the twelve month change in the *Consumer Price Index for All Urban Consumers* (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.
 - c. At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for the one (1) year renewal term.
 - d. No fuel surcharges will be accepted.

1. **PROPOSAL SUBMISSION**. It is recommended that responses are submitted electronically through our bids website at https://www.myclearwater.com/business/rfp.

For responses mailed and/or hand-delivered, firm must submit one (1) <u>signed original</u> (identified as ORIGINAL) response, three (3) copies of the response and one (1) copy in an electronic format, on a disc or thumb drive, in a sealed container using the label provided at the end of this solicitation. **NOTE**: If submitting proposals electronically, copies are not required.

2. PROPOSAL FORMAT (the following should be included and referenced with index tabs)

NOTE: Every proposal received by the City will be considered a public record pursuant to Chapter 119, Florida Statutes. Any response marked confidential may be deemed non-responsive to this RFP.

Table of Contents: Identify contents by tab and page number

TAB 1 - Letter of Transmittal

Provide a brief letter of transmittal that includes the following information:

- 1. The proposer's understanding of the work to be performed
- 2. A positive commitment to fulfill the contract requirements set forth herein
- 3. The names of key persons, representatives, project managers who will be the main contacts for the duration of this contract

TAB 2 – Demonstrated Experience of the Firm and References

Provide the following information:

- 1. Organization and Management- Location of office(s); identify primary servicing location and staff list (including job title and description) for this contract
- 2. Firm's Business Experience and History
 - a. Provide description of the company, including brief history, and length of time providing security services.
 - b. Provide a summary of all lawsuits filed against company in the last five (5) years
- 3. References- Provide a minimum of three (3) references for comparable contracts within the past five (5) years. Include complete contact information of the agency/company point-of-contact including name, phone number, and email address. Indicate the services provided and contract term.

TAB 3 – Qualifications and Availability of Security Personnel and Ability to Meet Scheduling Requirements

Provide the following information:

- 1. Overview the availability of qualified staff and equipment necessary to perform the contract requirements set forth herein.
 - a. Include the number of employees currently on staff and provide a list of current security personnel that will be assigned to the City.
 - b. Provide lead time required to staff City Special Events (i.e. smaller events: 1 to 24 security personnel; larger events 25 (+) security personnel)
- 2. Overview the firm's hiring and training programs
 - a. Hiring practices including background screening and disciplinary policies, and termination procedures
 - b. Employee training programs
 - c. Describe firm's safety program

Tab 4 - Services Pricing

Provide billing rates applicable to the staffing positions referenced in Tab 2, estimating the number of hours and overall costs associated with fulfilling the contract requirements set forth herein. Identify overtime rates associated with each position and the likelihood of overtime associated with the contract requirements set forth herein.

RESPONSE ELEMENTS

Explain the firm's ability to maintain multiple billings by agency department, how invoices are processed, frequency, terms, etc. Include a sample of billing invoice.

TAB 5 - Other Forms. The following forms should be completed and signed:

- 1. Exceptions/Additional Materials/Addenda form
- 2. Vendor Information form
- 3. Vendor Certification of Proposal form
- 4. Scrutinized Companies form(s) as required
- 5. E-Verify Eligibility form as required
- 6. Copies of licenses and/or certifications
- 7. A minimum of three (3) photos detailing the security personnel uniforms
- 8. W-9 Form. Include a current W-9 form (http://www.irs.gov/pub/irs-pdf/fw9.pdf)

EXCEPTIONS / ADDITIONAL MATERIAL / ADDENDA

Proposers shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

| Exceptions (m | nark one): | | |
|---------------------------------|---|-----------------------------------|------------------|
| **Special Note Proposal non- | e – Any material exceptions taken responsive. | to the City's Terms and Conditior | s may render a |
| No ex | cceptions | | |
| Ехсер | otions taken (describeattach addition | nal pages if needed) | |
| | | | |
| | | | |
| | | | |
| | terials submitted (mark one): | | |
| · | ditional materials have been included | · | |
| Additi | onal Materials attached (describeatt | acii additional pages ii needed) | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Acknowledge | ment of addenda issued for this so | licitation: | |
| | ing a response to this solicitation, it is | | n if any addenda |
| | Addenda Number | Initial to acknowledge receipt | |
| | | | |
| | | | |
| | | | |
| Vendor Name_ | | Date: | |
| | | | |

VENDOR INFORMATION

| Company Legal/Corporate Name: | |
|--|---|
| Doing Business As (if different than above): | |
| Address: | |
| City: 5 | State: Zip: |
| Phone: | Fax: |
| E-Mail Address: | Website: |
| DUNS # | |
| Remit to Address (if different than above): | Order from Address (if different from above): |
| Address: | |
| City:State:Zip: | City:State:Zip: |
| Contact for Questions about this proposal: | |
| Name: | Fax: |
| Phone: | E-Mail Address: |
| Day-to-Day Project Contact (if awarded): | Fov |
| Phone: | Fax: E-Mail Address: |
| rnone. | E-Iviaii Address. |
| | |
| Certified Small Business | |
| Certifying Agency: | |
| Certified Minority, Woman or Disadv | rantaged Business Enterprise |
| Certifying Agency: | • |

Provide supporting documentation for your certification, if applicable.

VENDOR CERTIFICATION OF PROPOSAL

By signing and submitting this Proposal, the Vendor certifies that:

- a) It is under no legal prohibition to contract with the City of Clearwater.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It understands the City of Clearwater may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process.
- g) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
- h) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
- It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- i) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- I) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

| Company Name: | |
|---------------|--|
| ignature: | |
| rinted Name: | |
| | |
| itle: | |
| Pate: | |

SCRUTINIZED COMPANIES FORMS

SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA AND SYRIA CERTIFICATION FORM

IF YOUR BID/PROPOSAL IS \$1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

- 1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
- 2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
- 3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
- 4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria.

| | Authorized Signature |
|---|---|
| | Printed Name |
| | Title |
| STATE OF | Name of Entity/Corporation |
| COUNTY OF | |
| | efore me by means of □ physical presence or □ online |
| | notarized) as the (title) of (name of corporation/entity), personally known, or |
| produced (type an oath. | of identification) as identification, and who did/did not take |
| | Notary Public |
| | Printed Name |
| My Commission Expires:NOTARY SEAL ABOVE | _ |

SCRUTINIZED COMPANIES FORMS

SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

- The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements
 of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott
 Israel List, or engaged in a boycott of Israel; and
- 2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
- 3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
- 4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel.

| | Authorized Signature |
|--|---|
| | Printed Name |
| | Title |
| | Name of Entity/Corporation |
| STATE OF | |
| COUNTY OF | |
| The foregoing instrument was acknowledged notarization on, this day of | before me by means of □ physical presence or □ online, 20, by |
| (name of person whose signature is being | notarized) as the (title) o(name of corporation/entity), personally known, or |
| | e of identification) as identification, and who did/did not take |
| | Notary Public |
| | Printed Name |
| My Commission Expires: NOTARY SEAL ABOVE | |

VERIFICATION OF EMPLOYMENT ELIGIBILITY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

- 1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
- 2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
- 3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
- 4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
- 5. The Contractor must maintain a copy of such affidavit.
- 6. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
- 7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
- 8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

| | Authorized Signature |
|---|--|
| | Printed Name |
| | Title |
| | Name of Entity/Corporation |
| STATE OF | |
| COUNTY OF | |
| notarization on, this day of (name | e of person whose signature is being notarized) as the |
| | (name of |
| | _, or produced (type of |
| identification) as identification, and who did/di | lid not take an oath. |
| identification) as identification, and who did/di | lid not take an oath. Notary Public |
| identification) as identification, and who did/di | |

MAILING LABEL CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER ----- For US Mail SEALED PROPOSAL Submitted by: Company Name: Address: City, State, Zip: RFP #06-22, Security Services Due Date: November 23, 2021, at 10:00 A.M. City of Clearwater Attn: Procurement Division PO Box 4748 Clearwater FL 33758-4748 ------ For US Mail ------ For Hand Deliveries, FEDEX, UPS or Other Courier Services ------SEALED PROPOSAL Submitted by: Company Name: Address: City, State, Zip: RFP #06-22, Security Services Due Date: November 23, 2021, at 10:00 A.M. City of Clearwater Attn: Procurement Division 100 S Myrtle Ave 3rd FI Clearwater FL 33756-5520

31 RFP #06-22 Security Services

------ For Hand Deliveries, FEDEX, UPS or Other Courier Services