



Submit Bids To:
 City of Hollywood
 2600 Hollywood Boulevard
 Hollywood, Florida 33020
 Office of City Clerk, Room 221

CITY OF HOLLYWOOD, FLORIDA

INVITATION FOR BID

BIDDER ACKNOWLEDGMENT

Bid Title: Uniformed, Armed Security Guard Services – Public Utilities

Bid No.: F-4218-10-RD

Commodity/Service Required:

A Cone of Silence is in effect with respect to this Bid. The Cone of Silence prohibits certain communications between potential vendors and the City. For further information, please refer to Section 30.15(F) of the City's Code of Ordinances.

Bid must be received prior to 3:00 P.M., Monday, November 9, 2009 and may not be withdrawn within 90 calendar days after such date and time. Bids received by the date and time specified will be opened in Room 303. All Bids received after the specified date and time will be returned unopened.

Procurement Services Contact: Ralph Dierks, Kimberly Kilpatrick or Macciano Lewis or his designee

Telephone No.: (954) 921-3223, (954) 921-3222 or (954) 921-3290

BIDDER ACKNOWLEDGMENT

THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE BID DOCUMENT BY THE DATE AND THE TIME OF BID OPENING. THE BID SUMMARY SHEET PAGES ON WHICH THE BIDDER ACTUALLY SUBMITS A BID AND ANY PAGES UPON WHICH INFORMATION IS REQUIRED MUST BE COMPLETED AND ATTACHED WITH ALL PAGES OF THE BID DOCUMENT.

Bidder's Name:	Fed. ID No. or SS Number
Complete Mailing Address:	Telephone No.:
	Fax No.:
Do You Have a Permanent Office Located in the City of Hollywood? Yes <input type="checkbox"/> No <input type="checkbox"/>	E-Mail Address:
Indicate type of organization below: Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other	Is the Proposer a City of Hollywood Qualified Local MBE or SBE? Yes <input type="checkbox"/> No <input type="checkbox"/> Certifying Agency:

ATTENTION: FAILURE TO SIGN (PREFERABLY IN BLUE INK) OR COMPLETE ALL BID SUBMITTAL FORMS AND FAILURE TO SUBMIT ALL PAGES OF THE BID DOCUMENT AND ANY ADDENDUMS ISSUED MAY RENDER YOUR BID NON-RESPONSIVE.

CHECK BOX BELOW TO ACKNOWLEDGE THIS BID.

The undersigned bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, services, or equipment, and is in all respects fair and without collusion or fraud. I certify acceptance of this bid's terms, conditions, specifications, attachments and addenda. Further, by checking the Agree box listed below (if submitting Bid online) and by signing below in blue ink (if submitting Bid via mail, etc.), pages 2 through 5 are acknowledged and accepted as well as any special instruction sheet(s) if applicable. I am authorized to bind performance of this bid for the above bidder.

Agree

 Authorized Name (Type or Print)

 Title

 Date

 Authorized Signature



NOTICE TO ALL BIDDERS AND PROPOSERS

Cone of Silence

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing to the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at <http://www.hollywoodfl.org/ConeOfSilence>

NOTICE TO ALL BIDDERS AND PROPOSERS

The City of Hollywood City Commission adopted by ordinance the “Local Minority Business Enterprise (MBE) and Local Small Business Enterprise (SBE) Program (the Program).”

This is a “LOCAL BUSINESS PROGRAM” and the City of Hollywood strongly recommends that each Bidder/Proposer thoroughly reads, understands and complies with the Program as outlined in Exhibits A-D (As Applicable).

In accordance with the Local MBE/SBE Program, any bid/proposal which does not comply with the Program criteria SHALL BE RECOMMENDED FOR REJECTION FROM THE PROCUREMENT PROCESS.

For questions or additional information regarding Program compliance, please contact:

Arline Hampton, Director
The Department of Business & Economic
Development
2600 Hollywood Boulevard, Room 422
Hollywood, FL 33022-9045
Phone: (954) 921-3388
Fax: (954) 921-3497

CITY OF HOLLYWOOD TERMS AND CONDITIONS

1. **Execution of Bid:** Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. All corrections made by the bidder to the bid must be initialed by the person signing the bid. All illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered.
2. **No Bid:** If not submitting a bid, respond by returning this Bidder Acknowledgment form, marking it "NO BID," no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without sufficient justification may be cause for removal of the bidder's name from the bid mailing list.
3. **Bid Opening:** Shall be public, on date, location and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of opening. Bids which for any reason are not so delivered, will not be considered. It is the bidder's responsibility to assure all numbered pages of the bid, all attachments thereto and all addenda released are received prior to submitting a bid. All bids are subject to the conditions specified herein on the attached bid documents and on any addenda issued thereto.
4. **Addenda to Bid:** The City of Hollywood reserves the right to amend this bid prior to the bid opening date indicated. Only written addenda will be binding. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarifications or changes are provided to bidders in written addendum form.
5. **Prices Quoted:** Deduct trade discounts and quote firm net prices. Give both unit and extended total. Prices must be stated in units to quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly. All prices quoted shall be F.O.B. destination, freight prepaid. (Bidder pays and bears freight charges. Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Cash discounts for prompt payment will not be considered in determining the lowest net cost for bid evaluation purposes.
6. **Withdrawal of Bids:** Bidders may request withdrawal of bid submittal prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Director of Procurement Services in writing. No bids may be withdrawn for a period of ninety (90) days after the date of bid opening.
7. **Mistakes:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
8. **Taxes:** The City of Hollywood is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the City of Hollywood. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any contractor be authorized to use the City's tax exemption number in securing such materials.
9. **Delivery:** Unless actual date of delivery is specified (or if specified delivery can not be met) show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays, unless otherwise specified and incorporated into contract document. Delivery shall be to the location specified in the bid specifications.
10. **Conditions and Packaging:** Unless otherwise stated in the special instructions to bidders or the bid sheets, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standard production model available at the time of the bid. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying vendor and purchase order number.
11. **Inspection, Acceptance & Title:** Inspection and acceptance will be at destination unless otherwise provided. Title to or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer, unless loss or damage results from negligence by the buyer. If the materials or services supplied to the City are found to be defective or not conforming specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.
12. **Safety Standards:** All manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
13. **Open-End Contract:** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The City of Hollywood reserves the right to: issue purchase orders as and when required, or issue a blanket purchase order for individual agencies and release partial quantities. No delivery shall become due or be acceptable without a written order by the City, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.
14. **Contract Period (Open-End Contract):** The initial contract period shall start with the expiration date of the previous contract or date of award, whichever is latest, and shall terminate one (1) year from that date, unless otherwise stated within the specifications. The contractor will complete delivery, and the City will receive delivery on any orders mailed to the contractor prior to the date of expiration. The Director of Procurement Services may renew this contract subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. Notification of Intent to Renew will be mailed sixty (60) to one-hundred fifty (150) calendar days in advance of expiration date of this contract. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto. In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Procurement Services. The extension period shall not extend for more than ninety

(90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

15. **Fixed Contract Quantities:** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the contractor agrees to furnish such quantities at the same prices, terms and conditions.
16. **Payment**
 - A. **Payment from City to Contractor:** Payment will be made by the City after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the purchase order number.
 - B. **Payment from Contractor to Subcontractor and Materials Supplier:** When a contractor receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to Subcontractors and Material Suppliers within fifteen (15) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose work has been completed, even if the prime contract has not been completed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.
17. **Manufacturer's Name and Approved Equivalents:** Manufacturer's names, trade names, brand names, information and/or catalog number listed in a specification are for information and establishment of quality level desired and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid complete descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Hollywood reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on goods identical to bid standard, and he will be required to furnish such goods.
18. **Variations to Specifications:** Bidder must indicate any variance to our specifications, terms and/or conditions, no matter how slight. If variations are not stated in the Bid, it will be assumed that the product or service fully complies with our specifications, terms and/or conditions. The City will not interpret variances based on any attached sales or manufacturer's literature unless otherwise specified herein by the City.
19. **Interpretations:** Any questions concerning conditions and specifications shall be directed in writing to the Procurement Division. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Director of the Procurement Services.
20. **Awards:** **If a specific basis of award is not established in the invitation for Bid, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications.** As the best interest of the City may require, the right is reserved to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate, otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the City reserves the right to award on an item by item basis. When a group bid is indicated for variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected. The Director of Procurement Services, or the City Commission, whichever is applicable, reserves the right to waive technicalities and irregularities and to reject any or all bids, or any part of any bid. **The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.**
21. **Warranty:** The bidder should specify any warranty applicable to the items bid, and attach any applicable warranty form.
22. **Samples:** Samples of items, when required, must be furnished by bidder free of charge to the City. Each individual sample must be labeled with bidder's name, manufacturer's brand name and be delivered by him within ten (10) calendar days of the bid opening unless the schedule indicates a different time or unless submission is required before the bid opening. If samples are required subsequent to the bid opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples.
23. **Patents and Royalties:** The bidder, without exception, shall indemnify and save harmless the City and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
24. **Assignment:** Contractor shall not transfer or assign the performance required by this bid without the prior written consent of the Director of Procurement Services. Any award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the Director of Procurement Services.
25. **Indemnification:** The Contractor shall indemnify, hold harmless, and defend the City of Hollywood, its officers, agents and employees from and against any and all claims, damages liability, judgments or causes of action including costs, expenses and attorneys fees incurred as a result of any error, omission or negligent act by the Contractor its officers, employees, agents, subcontractors or assignees arising out of this bid.

26. **Equal Employment Opportunity:** No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex or National origin, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or National origin, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.
27. **Minority Business Enterprise and Local Small Business Enterprise Participation:** The City of Hollywood is strongly committed to ensuring the maximum participation of qualified local minority business and qualified local small business enterprises (MBEs/SBEs) as defined in the City of Hollywood's Local MBE/SBE Program on City projects as contractors and subcontractors for the procurement of goods and services.
- Notification is hereby given that qualified local minority business and qualified local small business enterprises are encouraged to participate in the City of Hollywood's Local Minority Business Enterprise and Local Small Business Enterprise Program by submitting a bid/proposal package for this project. Local Minority Business Enterprise and Local Small Business Enterprise Program information and application can be obtained by visiting www.hollywoodfl.org/minority-small-business-enterprise/.
- Bidders/Proposers are hereby notified that qualified local minority business enterprises and qualified local small business enterprises shall have the maximum opportunity to compete for and perform such contracts and subcontracts and provide material supplies for such contracts and subcontracts in accordance with the City's Local Minority Business Enterprise and Local Small Business Enterprise Program. Bidders/Proposers should complete the "Tabulation of Subcontractors and Material Suppliers" form (Exhibit A) listing all subcontractors and materials suppliers, including qualified local minority business enterprise and qualified local small business enterprise subcontractor and material suppliers that will participate on this project.
- Enforcement of Program** Any individual or entity that engages in fraud, misrepresentation, or other wrongful conduct, whether by act or omission, related to its participation in, or eligibility to participate in the City of Hollywood's qualified local MBE/SBE obligations under a city contract, shall be in violation of the Program. This determination shall be solely at the discretion of the City.
- Violators of the City's Local Minority Business Enterprise and Local Small Business Enterprise Program may be subject to, on an individual and/or entity basis, debarment or suspension from participating in the City's contracts in accordance with the City of Hollywood's Debarment and Suspension Policy.
28. **Local Preference:** The City, pursuant to §38.50 of the City of Hollywood Code of Ordinances, shall grant a preference in the amount of five percent (5%) up to \$100,000 and two percent (2%) thereafter of the Bid price to vendors whose permanent business location is within Hollywood, Florida. The Vendor shall have the burden of demonstrating that it maintains an office or other site where it operates, conducts, engages in or carries on all or a portion of its business within Hollywood, Florida. All supporting documentation (e.g. City of Hollywood valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.
29. **ADA Compliance:** "Persons with disabilities who require reasonable accommodation to participate in City Programs and/or services may call the Equal Opportunity Manager, Office of Human Resources and Risk Management (954) 921-3218. If an individual is hearing or speech impaired, please call Florida Relay Service 1-800-955-8771.
30. **Public Entity Crimes:** "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 Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**BID FORM
CITY OF HOLLYWOOD, FLORIDA**

“AN EQUAL OPPORTUNITY AND SERVICE PROVIDER AGENCY”

Special Instructions to Bidders (In addition to General Conditions)

SUBMISSION OF FORMAL SEALED BIDS: The Invitation for Bid form must be executed and submitted with all bid sheets and should be in a sealed envelope. The original should be signed in blue ink. The pricing page must be completed in its entirety (all spaces must be filled, no spaces are to be left blank). Bids not submitted on bid sheets and spaces left blank on the pricing page may be rejected. The Bidder must check for any addendums to this bid, and continue to check for any addendums up to the due date and time of this bid. The face of the envelope should contain the vendor's name, return address, due date and time of bid opening, and bid number. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

PURPOSE:

The City of Hollywood, Florida is hereby seeking bids from qualified firms to this Invitation for Bid (IFB) to perform Uniformed, Armed Security Guard Services for the Public Utilities Department in accordance with the terms, conditions and specifications contained in this Invitation for Bid (IFB).

The initial scope of services will be to provide:

From 7:00 a.m. until 4:00 p.m. daily, Monday through Friday, the security guard will be responsible for maintaining a security checkpoint at the main entrance gate to the compound. They will check all vehicles entering the compound and insure the individuals are authorized to enter the facility.

BACKGROUND:

The City of Hollywood, Department of Public Utilities, has requested the services of uniformed, armed security guards.

Armed security is necessary as outlined in Homeland Security guidelines as the correct level of deterrence necessary to protect important infrastructure found at the Water and Wastewater plants.

TERM OF CONTRACT:

The Contract shall be effective for a period of two (2) years, with the option to renew for an additional two (2) one (1) year periods commencing on the date of the execution of the Contract with the Successful Bidder providing that the services have been satisfactory to the City.

The Contractor shall not assign, transfer or subcontract any work either in whole or in part, without prior written approval of the City of Hollywood.

TERMINATION:

The City of Hollywood reserves the right to cancel this agreement with or without cause.

CONTACTS:

For information concerning procedure for responding to this Invitation for Bid (IFB), contact the Procurement Services Division, Ralph Dierks, Sr. Procurement Specialist at (954) 921-3223, Kimberly Kilpatrick, Procurement Specialist at 954-921-3222, or Macciano K. Lewis, Assistant Director, Budget and Procurement Services at 954-921-3290 or his designee. Such contact is to be for clarification purposes only.

It is preferred that all other questions be submitted in writing. Questions should be directed to the City of Hollywood, P.O. Box 229045, Hollywood, Florida 33022-9045, Attention: Ralph Dierks, Sr. Procurement Specialist, Procurement Services Division, or to facilitate prompt receipt of questions, they may be sent via fax at (954) 921-3086, or via e-mail, rdierks@hollywoodfl.org or kkilpatrick@hollywoodfl.org.

SCOPE OF SERVICES:

1. Work Force and Work Assignments

Armed security guards shall be provided to work various locations. Provider should inspect all assigned facilities and provide a comprehensive security plan to City of Hollywood, Department of Public Utilities. This plan should include but not limited to personnel hours and equipment. Guards will be required to carry 2-way radios.

2. Regular Guard Duties

- a. All security personnel furnished by the Successful Bidder will be required to monitor the facilities by being positioned in a guard house.
- b. All security personnel furnished by the Successful Bidder to City of Hollywood, Department of Public Utilities shall provide all phases of building and personnel security, personal property protection and vehicle protection, both within and out of the facility.
- c. The Successful Bidder's personnel shall take proper steps to prevent unauthorized entrance and access to the Facility or contents thereof.
- d. While fulfilling regular security duties, Successful Bidder's personnel may detain any person using reasonably necessary measures, in or about the premises, until said personnel is able to turn such person(s) over to the police.

- e. All security personnel furnished to City of Hollywood, Department of Public Utilities by the (Bidder) shall make daily reports regarding the performance of his/her shift and special reports regarding any problems or incidents occurring during his/her shift.

Such daily reports will be submitted to the City of Hollywood, Department of Public Utilities on a weekly basis. Special incident reports will be submitted to the City of Hollywood, Department of Public Utilities the following business day.

- f. All security personnel furnished to the City of Hollywood, Department of Public Utilities shall give instructions or information to visitors upon request, or direct them to the appropriate administrative office if any questions cannot be answered. Security personnel will, escort from time to time, patrons to their vehicles at patron's request.
- g. Utilizing their two-way radio, security personnel must contact their supervisor or their base station which can contact and dispatch police if the need arises.

3. Supervisor Duties

The Successful Bidder's supervisor in charge of its employee(s) to the City of Hollywood, Department of Public Utilities shall:

- a. Review the days or night activities and report in writing to the proper City of Hollywood, Department of Public Utilities authorities any unusual incident.
- b. Insure proper inventory of keys, equipment and supplies.
- c. Coordinate with proper City of Hollywood, Department of Public Utilities designees all security operations and services for regular and event assignments to insure that all are properly staffed. In some instances, this requires daily contact with City of Hollywood, Department of Public Utilities staff to learn of authorized activities.
- d. Conduct visual inspection of assigned personnel and disseminate special instructions.

4. Service Locations and Assignment Hours

It shall be the sole discretion of the City of Hollywood, Department of Public Utilities as to locations, number of guards, and hours of services needed. City of Hollywood, Department of Public Utilities reserves the right to add other possible locations and to change the required hours of service during the term of the Contract. City of Hollywood, Department of Public Utilities may assign one or more guards to patrol adjacent facilities.

5. Work Locations

Services shall be required for Public Utilities for the following Divisions:

- A. Water Treatment Plant
3441 Hollywood Blvd.
- B. Wastewater Treatment Plant
1621 N. 14 Avenue

6. Overtime

No overtime for regularly scheduled guards will be paid by City of Hollywood, Department of Public Utilities for security personnel supplied by the Successful Bidder.

7. Personnel Performance

Assigned City of Hollywood personnel will observe each employee of the Successful Bidder. If the City of Hollywood is not satisfied with the performance of that employee, City of Hollywood shall notify the Successful Bidder of such performance and the Successful Bidder shall replace such employees immediately.

Additionally, the City of Hollywood, reserves the right to demand that the Successful Bidder relieve an employee from a duty assignment, and/or ban the employee from further service under the contract, at the sole discretion of the City of Hollywood. The Successful Bidder shall replace such employee immediately.

In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to prior City approval.

8. Security Officer Experience and Qualifications

All personnel assigned to this contract shall be of high quality, properly trained and qualified to perform high-level security services. Personnel shall be subject to advance approval by the City designated representative. **All security guards furnished by the Successful Bidder shall have current State of Florida Class D licenses and Class G license for armed guards.**

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

Experience, Training and Communication:

Each Security Officer shall:

- a. Be a U.S. Citizen or have a valid resident alien status.
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- b. Be fully literate in the English language (i.e., be able to read, write and speak, understand and be understood). Oral command of the English language must be sufficient to permit full communication, particularly in times of stress.
- c. Have a valid driver's license.
- d. One (1) year experience in a responsible security position.
- e. High school diploma or equivalent.
- f. Successfully completed contractor training in the following: technique and patrol, first aid including CPR, public relations, safety, proper use of telephones and radio, proper use of written report forms, sight hours on site training by supervisor of the contractor verified and documented by the City.
- g. Shall not be considered for this contract if they currently or in the past have been involved in: (a) any felony or sex conviction, (b) military conduct resulting in dishonorable or undesirable discharge, (c) any pattern of irresponsible behavior, including but not limited to unreasonable driving, or a problem employment record.

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

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

h. Must meet all the requirements listed above and have the training qualifications and licenses to provide armed security officer services. A State of Florida Officer's "G" license is required. The City will review all background materials on a person proposed for this assignment.

i. Background Checks

All persons and firms are subject to a background check and must pay to the City a non-refundable administrative fee of one hundred fifty dollars (\$150.00) each for the purpose of defraying the City's administrative cost of conducting the background checks.

9. Uniforms

All security personnel furnished to City of Hollywood shall be well groomed and neatly uniformed. Each guard supplied by the Successful Bidder shall wear a nameplate bearing guard's name and a picture identification card. The Successful Bidder's company name shall appear either on guard's nameplate or as a patch on guard's uniform. Uniforms shall be readily distinguishable from City of Hollywood Police uniforms.

10. Training

The Successful Bidder is required to provide training to supervisors who in turn will train all field personnel in order that the City of Hollywood may be assured said personnel are capable of assuming the responsibilities of respective assignments. The cost for such training shall be considered as a part of the Successful Bidder's operational expenses and should be considered when proposing overall hourly rate. The time spent by staff in such a program, though required, is not billable to the City of Hollywood. All security personnel are to successfully complete and pass such training course prior to assumption of duty under this contract. This training course, to be developed or made available by the Successful Bidder, is to include minimum requirements for subject matter and hours of instruction, and must be approved by the City of Hollywood.

The City of Hollywood's evaluation of proposed training shall include, but not be limited to, previews of techniques and methods of instruction, quality of instructions, motivation, adequacy of classroom and supportive adjunct training materials, test content, and individual retentiveness.

All formal training is to be administered by persons, corporations, and/or institutions that have been expressly approved by the City of Hollywood. A written certification of each employee's training shall be made available as part of the employee's personnel file. All Successful Bidder supervisors must have also completed required training and worked for six (6) continuous months as an actual guard; additionally, basic supervisory and customer service skills are required, as well as an overall knowledge of operations, locations, etc.

SPECIAL CONDITIONS:1. Service Provider Qualification

- a. An inspection of the Service Provider's facilities and/or equipment may be made prior to the selection of the Successful Bidder. All prices in any Bids shall include all taxes, insurance, social security, and a detailed list of workers by agents of the City of Hollywood prior to award.
- b. Bids will be considered only from Service Providers that are regularly engaged in the business of providing the Services and who can produce evidence that they have established a satisfactory record of performance for a reasonable period of time and that they have the equipment and organization to ensure that they can satisfactorily execute the Services if awarded the Contract (at the sole discretion of the City of Hollywood).

2. Examination of Work Locations

Each Service Provider is encouraged, prior to submitting a Bid, to inspect the locations and to acquaint itself with the needs and requirements of the Service. The Service Provider is further required to carefully examine the specifications and to inform itself thoroughly, regarding any and all conditions and/or requirements that may in any manner affect the Services. No allowances will be made because of lack of knowledge of these conditions.

3. Bid Review

Any bid that is incomplete, conditional, obscure or which contains any irregularities of any kind may be rejected. The City of Hollywood, Department of Public Utilities may consider minor exceptions to the specifications so long as they are fully explained.

4. Additional Requirements

Service Providers shall indicate in the Bid, in the manner stipulated, compliance with the requirements listed below. Evidence of such qualifications shall be furnished to the City of Hollywood upon request or as stipulated.

- a. Occupational License: Service Providers shall indicate in the Bid their occupational license number and the issuing governmental entity. A copy of the license shall be furnished to the City of Hollywood.
- b. Insurance Coverage: Within ten (10) days after execution of the Contract and prior to commencing any work under this contract, the Successful Bidder shall furnish evidence of insurance to the City of Hollywood. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the attached sheet "Insurance Requirements". Successful Bidder shall be responsible for maintaining the required levels of coverage during the term of the contract.

- c. Experience: Service Providers shall indicate names, addresses and phone numbers of at least three (3) clients or firms for whom they currently supply or supplied services similar to those specified herein.

(1)

COMPANY NAME AND ADDRESS

CONTACT PERSON/PHONE & FAX NUMBERS/EMAIL ADDRESS

(2)

COMPANY NAME AND ADDRESS

CONTACT PERSON/PHONE & FAX NUMBERS/EMAIL ADDRESS

(3)

COMPANY NAME AND ADDRESS

CONTACT PERSON/PHONE & FAX NUMBERS/EMAIL ADDRESS

BIDDER’S NOTE: Award of any bid will require that the successful bidder ensure that a properly completed Vendor Registration Form is on file with the City.

“Pricing Page”

Bid Guarantee is attached in the amount of \$_____ (only if applicable to your bid)

NOTE: Give both unit price and extended total. Prices must be stated in units to quantity specified in the bid specifications. In case of a discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly. No spaces are to be left blank, but should be marked as follows:

- N/A = Not Applicable
- N/C = No Charge
- N/B = No Bid

Spaces marked with a zero (0) will be considered no charge.

Note: Estimated quantities stated are for evaluation purposes only. No guarantee is expressed or implied as to the total quantity of hours needed during the term of this contract.

Item	Est. Hours	Description	Firm Hourly Price	Est. Total Annual Cost
A.	2,400* hrs./yr.	Uniformed, Armed Security Guard Service – Wastewater Treatment Plant	\$	\$
B.	2,160* hrs./yr.	Uniformed, Armed Security Guard Service – Water Treatment Plant	\$	\$
GRAND TOTAL				\$

***Security hours at the Plants are Monday through Friday from 7:00 a.m. to 5:00 p.m. – Wastewater Treatment Plant (10 hr. day) and Monday through Friday from 7:00 a.m. to 4:00 p.m. (9 hr. day) – Water Treatment Plant. Holidays and weekends: No security needed at the front gate.**

There are times during construction projects, during off hours where security guard will be needed at the front gate.

AWARD:

The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.

COST ADJUSTMENTS:

The costs for all services purchased under this contract shall remain firm for the first year of the contract. Costs for subsequent years and any extension term years is subject to an adjustment pending industry performance. Unless very unusual and significant changes have occurred in the industry, such increases/decreases shall not exceed 5% per year or the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (All Items), as published by the Bureau of Labor Statistics, U.S. Department of Labor, whichever is less. The yearly increase, or decrease in the CPI shall be that latest index published and available prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the vendor a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract may be cancelled by the City upon giving thirty (30) days written notice to the vendor.

Insurance Requirements:

Contractor shall maintain, at its sole expense, during the term of this agreement the following insurances:

- A. **Commercial General Liability Insurance naming the City as an additional insured** with not less than the following limits:

General Aggregate	\$1,000,000
Products-Comp/Op Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 50,000

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

- B. **Commercial Automobile Liability Insurance naming the City as an additional insured** with not less than the following limits:

Combined Single Limit	\$500,000
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Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

Worker's Compensation:

- C. Worker's compensation insurance covering the contractor and the contractor's employees with not less than the following limits:

Worker's Compensation	\$100,000/500,000/100,000 for coverage
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Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension thereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the contract.

HOLD HARMLESS AND INDEMNITY CLAUSE:

(Company Name and Authorized Signature, Print Name)

,the contractor shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

(Company Name and Authorized Signature, Print Name)

further certifies that it will meet all insurance requirements of the City of Hollywood and agrees to produce valid, timely certificates of coverage.

Disclosure of Conflict of Interest: Vendor shall disclose below, to the best of his or her knowledge, any City of Hollywood officer or employee, or any relative of any such officer or employee as defined in Section 112.3135, Florida Statutes, who is an officer, partner, director or proprietor of, or has a material interest in the vendor’s business or its parent company, any subsidiary, or affiliated company, whether such City official or employee is in a position to influence this procurement or not.

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

Name	Relationship

In the event the vendor does not indicate any names, the City shall interpret this to mean that no such relationship exists.

“PIGGYBACKING”

THE BIDDER WILL EXTEND THE SAME PRICE, TERMS AND CONDITIONS TO OTHER GOVERNMENTAL ENTITIES LOCATED IN BROWARD COUNTY DURING THE PERIOD COVERED BY THIS CONTRACT, IF REQUESTED.

YES _____ NO _____

WILL THIS PRICING BE EXTENDED TO OTHER GOVERNMENTAL ENTITIES LOCATED IN MIAMI-DADE OR PALM BEACH COUNTIES?

YES _____ NO _____

OTHER GOVERNMENTAL ENTITIES LOCATED WITHIN THE STATE OF FLORIDA?

YES _____ NO _____

BID SUBMITTAL COMPLETION CONFIRMATION:

_____ I, the Bidder, have completed and signed (preferably in blue ink) all required bid document pages.

_____ I, the Bidder, acknowledge reading information relative to the City's **"Local Minority Business Enterprise (MBE) and Local Small Business Enterprise (SBE) Program"** as contained in this document and providing for such information. (if applicable to this bid)

_____ I, the Bidder, acknowledge reading and signing the Hold Harmless Statement.

_____ I, the Bidder, have submitted my bid on the bid sheets provided, and acknowledge that bids not submitted on bid sheets provided may be rejected.

_____ I, the Bidder, have filled in all spaces on the pricing page as noted, and acknowledge that bids with spaces left blank on the pricing page may be rejected.

_____ I, the Bidder, have included all information, certificates, licenses and additional documentation as required by the City in this bid document.

_____ I, the bidder, have checked for any addendums to this bid, and will continue to check for any addendums up to the due date and time of this bid.

_____ I, the Bidder, have included on the face of the envelope, my company name and return address, the date and time of bid opening, and the bid number.

_____ I, the Bidder, have submitted one (1) original and three (3) copies of the entire bid document and addendums.

_____ I have read and completed (if applicable) the "Disclosure of Conflict of Interest".

_____ I, the Bidder, am aware that a Notice of Intent to award this bid shall be posted on the City's website at www.hollywoodfl.org and on the Procurement Services bulletin board in room 303 at City Hall, and that it is my responsibility to check for this posting. Also, I have provided my email address, as the City, at its discretion, may provide me information by such means regarding this procurement process.

_____ I, the Bidder, have submitted all supporting documentation for local preference eligibility, which must be received with the bid package prior to the bid opening date and time (if applicable).

NAME OF COMPANY: _____

BIDDER'S NAME: _____

BIDDER'S AUTHORIZED SIGNATURE: _____

DATE: _____



EXHIBIT A

Tabulation of Subcontractors and Material Suppliers

The Undersigned states that the following is a complete list of the proposed Subcontractors and Material Suppliers on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the City of Hollywood. Please add more lines if necessary.

<u>Subcontractor Name and Address</u>	<u>Class of Work or Material</u>	<u>Must provide Percentage or Price of Work/ Materials to complete work</u>	<u>(Check appropriate Business Type)</u>		
			<u>Local Minority Business</u>	<u>Local Small Business</u>	<u>Other Business</u>
1. _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			Local Minority Business	Local Small Business	Other Business
<u>Material Suppliers Name & Address</u>	<u>Supply/ Material</u>		<u>Local Minority Business</u>	<u>Local Small Business</u>	<u>Other Business</u>
1. _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Company Name: _____
Date: _____

By: _____
Title: _____

Completion and submission of this form with the bid is mandatory for bid to be considered responsive!



EXHIBIT B

**City of Hollywood, FL
Subcontractor and Material Supplier Payment Certification**

(Check the category that applies to this certification. One form to be completed for each Subcontractor and Material Supplier)

- a. Local SBE Subcontractor/Material Supplier
- b. Local MBE Subcontractor/Material Supplier
- c. Other Subcontractor/Material Supplier

Release of Lien information (agrees with) or (does not come from) _____ Payment Application.

Amount of Contract with Subcontractor or Material Supplier \$ _____.

Amount Paid to Date \$ _____ Percentage Paid to Date _____

This is to certify that _____
(Subcontractor of Material Supplier)

Received Partial or Final payment in the amount of \$ _____ on _____
(actual amount) (date)

from _____ for labor or materials used on
(Name of Prime Contractor)

(Contract/Project Name) (Contract/Project Number)

Printed _____ Signed _____
(Prime Contractor Official)

Sworn to and subscribed before me this _____ day of _____ A.D., 20 _____

(Notary Public) Commission Expires Notary Seal

Printed _____ Signed _____
(Official of Subcontractor or Material Supplier of over \$1,000 value)

Sworn to and subscribed before me this _____ day of _____ A.D., 20 _____

(Notary Public) Commission Expires Notary Seal

Due: Contractor shall provide a partial released of lien for each subcontractor and/or material supplier for amounts over \$1,000 based on the current schedule of values as attached to each Application and Certificate for Payment. This partial release of lien shall include the percentage of work completed this period and be provided to the City of Hollywood the earlier of 30 days after payment made to prime contractor or prior to the next payment request by the prime contractor

NOTE: If the Contractor without reasonable cause fails to make payment to Subcontractors and/or Material Suppliers within 15 working days after receipt by the Contractor of full or partial payment, the Contractor shall pay the Subcontractor and/or Material Supplier a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed.