

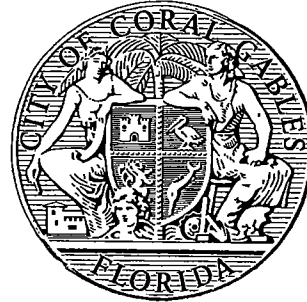
CITY OF CORAL GABLES, FL
FINANCE DEPARTMENT / PROCUREMENT DIVISION
405 Biltmore Way – Coral Gables, FL 33134

City Commission

Don Slesnick II, Mayor
William H. Kerdyk, Jr., Vice Mayor
Maria Anderson, Commissioner
Rafael “Ralph” Cabrera, Commissioner
Wayne “Chip” Withers, Commissioner

City Administration

Patrick G. Salerno, City Manager
Elizabeth M. Hernandez, City Attorney
Walter Foeman, City Clerk



RFP No. 2010.05.07

**SECURITY SYSTEM SERVICE
CITYWIDE**

PROCUREMENT/CONTRACT TEAM

2800 SW 72nd Avenue – Miami, FL 33155
Michael “Mike” P. Pounds, Chief Procurement Officer
Joe V. Rodriguez, CPPB, FCCM, Contract Specialist
Margie Gomez, Contract Specialist

RFP Prepared by: **Joe V. Rodriguez, CPPB, FCCM**
Telephone: 305-460-5121 / Facsimile: 305-460-5116
contracts@coralgables.com

MAY 2010



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

PROPOSER ACKNOWLEDGEMENT

SECURITY SYSTEM SERVICES - CITYWIDE	Proposal must be received prior to 2:00 P.M. Thursday, June 24, 2010 and may not be withdrawn within 90 calendar days after such date and time. Proposals received by the date and time specified will be opened in the Procurement's Office located at 2800 SW 72 nd Avenue, Miami, FL 33155. All Proposals received after the specified date and time will be returned unopened.
RFP No. 2010.05.07	Contact: Joe V. Rodriguez, CPPB, FCCM Telephone: 305-460-5121 Facsimile: 305-460-5116 contracts@coralgables.com
A cone of silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1059 of the City of Coral Gables Procurement Code.	

PROPOSERS ACKNOWLEDGEMENT

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

Proposers Name: <u>Benham Protective Services</u>	Fed. ID No. or SS Number: <u>65-0884980</u>
Complete Mailing Address: <u>10220 NW 50th St.</u>	Telephone No.: <u>954-578-1990</u>
<u>Sunnyvale, FL 33351</u>	Fax No.: <u>954-578-1810</u>
Indicate type of organization below: Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input type="checkbox"/>	Reason for no Response:
Bid Bond/Security Bond (if applicable) is attached in the amount of \$ _____	

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

CHECK BOX BELOW TO ACKNOWLEDGE THIS PROPOSAL.

THE PROPOSER CERTIFIES THAT THIS PROPOSAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE PROPOSAL DOCUMENTS AND THAT THE PROPOSER HAS MADE NO CHANGES IN THE PROPOSAL DOCUMENT AS RECEIVED. THE PROPOSER FURTHER PROPOSES AND AGREES, IF THE PROPOSAL IS ACCEPTED, THE PROPOSER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE PROPOSER AND THE CITY OF CORAL GABLES. FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS PROPOSAL PERTAINS. FURTHER, BY CHECKING THE AGREE BOX LISTED BELOW AND BY SIGNING BELOW **IN BLUE INK** ALL RFP PAGES ARE ACKNOWLEDGED AND ACCEPTED AS WELL AS ANY SPECIAL INSTRUCTION SHEET(S) IF APPLICABLE. I AM AUTHORIZED TO BIND PERFORMANCE OF THIS RFP FOR THE ABOVE PROPOSER.

Agree Timothy HANLON
[Signature] President 6/22/10
Authorized Name and Signature Title Date



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

PUBLIC NOTICE

Request for Proposal (RFP) No 2010.05.07

The City of Coral Gables' Public Works Department is requesting a service provider to fully support and provide integrated security system maintenance and repair services for its security systems (including but not limited to access control, alarm monitoring system, and associated audio system) installed within facilities owned by the City of Coral Gables.

Facilities may involve current and future City projects with work including, for example, but not necessarily limited to; Security System service and repair work, Security System on-going maintenance and warranty work, Security System upgrades and enhancements, future security installation work, Additional security system work in City facilities as may be requested.

Request for Proposal packages may be picked up at the Office of the Chief Procurement Officer/Finance Department, Procurement Division, or requested by phone (305) 460-5121, fax (305) 460-5116 and/or (305) 261-1601, or via e-mail contracts@coralgables.com. Proposals submitted by mail or hand delivered should be sent to the City of Coral Gables, Office of the Chief Procurement Officer/Finance Department, Procurement Division, 2800 SW 72nd Avenue, Miami, Florida 33155.

Proposals for **RFP No 2010.05.07, Security System Services - Citywide**, will be received until **2:00 p.m., Thursday, June 24, 2010**, at the following address:

City of Coral Gables
Finance Department/Procurement Division
2800 SW 72nd Avenue
Miami, FL 33155

The City of Coral Gables will not accept and will in no way be responsible for any proposals received after the deadline of **Thursday, June 24, 2010, 2:00 p.m.** The responsibility for submitting Proposals before the stated time and date is solely the responsibility of the Proposer. The City will not be responsible for delays caused by mail, courier services, including U.S. Mail, or any other occurrence.

Proposals will be opened promptly thereafter. The Proposal Pricing Schedule submitted on a separate sealed envelope will not be opened at this time. One (1) original proposal and five (5) complete copies must be signed and submitted in a sealed envelope and clearly marked: **Security System Services - Citywide – RFP No. 2010.05.07**.

Schedule of events for this RFP is as follows;

Disclaimer: Meetings will start promptly at the time scheduled, allow time for traffic and weather conditions. Under no circumstances will late arrivals be allowed entry.

RFP Advertisement	Friday, May 28, 2010
Pre-Proposal Conference	N/A
Last date to request packages	Tuesday, June 8, 2010, 12pm
Questions	Thursday, June 10, 2010, 4pm
Answers	Thursday, June 17, 2010, 4pm
Proposals Submittal Deadline Finance Department / Procurement Division 2800 SW 72 nd Avenue - Miami, FL 33155	Thursday, June 24, 2010, 2pm Procurement Conference Room
Evaluation Committee	T.B.D.

Award of Proposal will only be made to highest ranked Proposer(s) based on the criteria method, within a reasonable time after opening of proposals. However, the City reserves the right to consider other factors which may be in the best interests of the City. The City reserves the right to accept or reject any and/or all Proposals or sections thereof, and waive any informalities or technicalities at any time during the RFP solicitation process.

PROPOSAL PRICES MUST BE FIRM FOR A MINIMUM OF NINETY (90) DAYS. ESCALATION CLAUSES OF ANY KIND ARE NOT ACCEPTABLE. THE CITY OF CORAL GABLES RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE CITY OF CORAL GABLES, OR WAIVE ANY INFORMALITY IN ANY PROPOSAL. THE CITY OF CORAL GABLES MAY ALSO REJECT ANY AND/OR ALL PROPOSALS.

YOU ARE HEREBY ADVISED THAT THIS REQUEST FOR PROPOSAL IS SUBJECT TO THE FOLLOWING ORDINANCES/RESOLUTIONS, WHICH MAY BE REQUESTED IN WRITING TO THE CITY OF CORAL GABLES, CITY CLERKS OFFICE:

City of Coral Gables
City Clerk's Office
405 Biltmore Way, 1st Floor
Coral Gables, FL 33134

- CONE OF SILENCE – Ordinance No. O2008-27
- CODE OF ETHICS & CONFLICT OF INTEREST – Ordinance No. O2008-27
- DEBARMENT PROCEEDINGS – Ordinance No. O2008-27
- PROTEST PROCEDURES – Ordinance No. O2008-27
- LOBBYIST REGISTRATION & DISCLOSURE OF FEES – Ordinance No. O2008-27

Sincerely,

Chief Procurement Officer



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

CONE OF SILENCE

Request for Proposal (RFP) No 2010.05.07

NOTICE TO ALL BIDDERS AND PROPOSERS

Definition:

Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department heads, their staff, selection committee or evaluation committee members.

Imposition:

A cone of silence shall be imposed upon each request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) and any other solicitation when advertised.

Termination:

The cone of silence shall terminate at:

- (1) the time of the City Manager's approval of the award, or
- (2) the time of the City Manager's written recommendation to the City Commission is received by the City Clerk, or
- (3) the time that bids or proposals are rejected by the City Commission or the City Manager.

Violations:

Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission.

A violation of this section by a particular bidder, offeror, lobbyist or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

TABLE OF CONTENTS

Request for Proposal (RFP) No 2009.01.05

RFP - SECTION 1

INTRODUCTION TO REQUEST FOR PROPOSAL (RFP)Pg. 7

RFP - SECTION 2

SCOPE OF SERVICES / SPECIAL CONDITIONS Pg. 11

RFP - SECTION 3

GENERAL CONDITIONS Pg. 24

RFP - SECTION 4

INDEMNIFICATION, HOLD HARMLESS & INSURANCE REQUIREMENT Pg. 27

RFP - SECTION 5

EVALUATION/SELECTION PROCESS Pg. 31

RFP - SECTION 6

RFP RESPONSE FORMS Pg. 33

RFP - SECTION 7

PROPOSAL PRICING SCHEDULE Pg. 35

ATTACHMENT "A" - FORMS

ADDITIONAL FORMS TO BE SUBMITTED WITH RFP Pg. 1

ATTACHMENT "B" - PROFESSIONAL SERVICE AGREEMENT

PROFESSIONAL SERVICE AGREEMENT Pg. 1



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

SECTION 1

Request for Proposal (RFP) No 2010.05.07

1.0: INTRODUCTION TO REQUEST FOR PROPOSAL

1.1. Invitation

Thank you for your interest in this Request for Proposal ("RFP"). The City of Coral Gables (the "City"), through its Procurement Division invites responses ("Responses") which offer to provide the services described in Section 2.0 "Scope of Services".

1.2. Contract Terms and Conditions

The Proposer(s) selected to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute a Professional Services Agreement ("Agreement") with the City in substantially the same form as the Agreement included as part of this RFP. The term(s) of the Agreement shall be for a period of three (3) years with two (2) one (1) year options to renew, at the sole discretion of the City, unless other terms are in the best interest of the City.

Throughout this RFP, the phrases "must" and "shall" will denote mandatory requirements. Any response that does not meet the mandatory requirements is subject to immediate disqualification.

1.3. Submission of Responses

To receive consideration, proposals must be submitted on Proposal forms as provided by the City. This request for Proposal must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response form completely filled out. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. Any additional information to be submitted as part of the Proposal may be attached behind the Proposal Response form. Copies may be obtained from the Procurement Division, 2800 S.W. 72nd Avenue, Miami, FL 33155. **The Proposal shall be signed by a representative who is authorized to contractually bind the Proposer.** Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

The original Proposal with five (5) copies must be submitted to the Procurement Division, 2800 S.W. 72nd Avenue, Miami, FL 33155 at or prior to the time noted on the proposal opening date. Attachment "A" Forms and Attachment "B" Professional Service Agreement one (1) original is required. Proposals received after that time will not be accepted. It will be the sole responsibility of the Proposer to deliver their proposal to the Chief Procurement Officer's office on or before the closing hour and date indicated.

PROPOSALS SHALL BE SUBMITTED IN A SEALED ENVELOPE CLEARLY MARKED ON THE EXTERIOR AS FOLLOWS:

RFP NO 2010.05.07

PROPOSER NAME AND ADDRESS:

TO BE OPENED ON:

THURSDAY, JUNE 24, 2010 – 2:00 PM

AND ADDRESSED TO:

**CITY OF CORAL GABLES
PROCUREMENT DIVISION
2800 S.W. 72ND AVENUE
MIAMI, FL 33155**

No responsibility will be attached to the Procurement office for the premature opening of a Proposal not properly addressed and identified. **All Proposals submitted become the exclusive property of the City of Coral Gables.**

Each Proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of the RFP. The emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the evaluation of Proposals, it is essential that Proposer follow the format and instructions contained herein. Proposal Submission Requirements as listed herein must be followed. Any attachments must be clearly identified.

The Proposal shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval of the City, and in case of default, the City reserves the right to accept or reject any and all Proposals, to waive irregularities and technicalities, and request new Proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.

1.4. Additional Information or Clarification

The Proposer must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by **WRITTEN REQUEST** via fax or email to the Chief Procurement Officer during the question-answer process that is scheduled for June 3, 2010 4:00 pm through June 10, 2010 until 4:00 p.m. Interpretations or clarifications in response to such questions will be issued in the form of a **WRITTEN ADDENDUM** posted on the City's website prior to the response submission date. **No person is authorized to give oral interpretations of, or make oral changes to the proposal. The issuance of written addendum shall be the only official method whereby such an interpretation or clarification will be made.** Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail. It is the Proposer's responsibility to assure receipt of all addenda.

Facsimiles must have a cover sheet that includes the Proposers name, RFP number and title, and the number of pages transmitted. Any request for additional information or clarification must be received in writing no later than **Thursday, June 8, 2010 prior to 4:00 PM.**

Proposers should not reply on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP.

1.5. Proposal Format

Careful attention must be given to all requested items contained in this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Proposers shall make the necessary entry in all blanks and forms provided for the Response.

- (a) Title Page. Show the RFP subject, the name of your firm, address, telephone number, name of contact person and date.
- (b) Table of Contents. Clearly identify the material by section and page number.
- (c) Letter of Commitment and Authorization. Briefly state your firm understands of the work to be done and provide a positive commitment to perform the work. Give the names of the person(s) who will be authorized to make representations for your firm, their titles, addresses and telephone numbers.
- (d) Profile of Proposer. State the location of the office from which your work is to be performed. Describe the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area addressed by the RFP will be brought to bear on the proposed work. Provide a list and description of similar municipal engagements satisfactorily performed in the past five (5) years. For each engagement listed, include the name and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance. State whether you have been involved in any litigation in the last five (5) years or is there any pending litigation arising out of your performance.
- (e) Summary of Proposer's Qualifications. Identify your Project Manager and each individual who will work as part of the engagement. Include resumes for each person to be assigned. The resumes should be included as an appendix. Describe the experience in conducting similar projects for each of the Project Managers or individuals assigned to the engagement. Describe the organization of the proposed project team, detailing the level of involvement, and field of expertise.
- (f) Project Understanding, Proposed Approach, and Methodology. Describe, in detail, your approach to perform the proposed contract work.

- (g) Summary of the Proposer's Fee Statement. The Proposer will show the fee schedule. Express your fee in a lump sum not to exceed maximum amount (when applicable) and a separate price sheet for the components of the work shown in the Scope of Service.
- (h) Project Time Schedule; please provide a detailed time schedule for this project.
- (i) **References** must be submitted following this format;
- a. Project Name
 - b. Municipality / Company Name
 - c. Project Manager / Contact Name and phone number
 - d. Project Size & brief Scope
 - e. Completed on time (Yes or No)
 - f. Where there any change orders (Yes or No), if yes specified the % excess of original contract.
 - g. How many jobs have you done with this Municipality/Company?

Any and all Responses that do not follow the prescribed format may be deemed non-responsive.

Proposers shall complete and submit as part of its Response all of the following forms and/or documents:

- | | |
|--------------------------------------|--|
| · Proposers Acknowledgement | · Cone of Silence |
| · Proposers Qualifications Statement | · Code of Ethics & Conflict of Interest |
| · Americans with Disabilities Act | · Formal Solicitation Protest Procedures |
| · Certified Resolution | · Drug Free Work Place Form |
| · Foreign Corporations | · Lobbyist Application |
| · Offerers Certifications | · Lobbyist Biennial Registration Application |
| · Non Collusion Affidavit | · Professional Service Agreement |

1.6. Registration

It is the policy of the City that all prospective Proposers register as a Vendor indicating the commodities which the Proposer can regularly supply. Should a prospective Proposer not be currently listed on the City's Proposer/bidders list, you may register via internet at:

<http://www.coralgables.com/CGWeb/procurement.htm>

As a registered vendor, access to solicitations, addenda's, plan holders list and construction drawings (at City's discretion) can be downloaded at no charge. For any questions, contact the Procurement Office at 305-460-5102. It is the sole responsibility of the Proposer to insure that they are properly registered with the City.

1.7. Award of an Agreement

Agreements may be awarded to the Successful Proposer(s) by the City Commission or City Manager, as applicable, to one or more proposer deemed the most responsible, responsive Proposer meeting all specifications, and not necessarily to the lowest Proposer. Should the award be made to the lowest Proposer, the City will strictly enforce all the Provisions of the resulting Contract, including penalty clauses for any service or quality problems. The Contractor shall not be permitted rate increases as a result of a low Proposal. Non-performance shall result in cancellation of the contract with the Proposer. The City reserves the right to execute or not execute an Agreement with the Successful Proposer(s) if it is determined to be in the best interest of the City.

1.8. Agreement Execution

By submitting a Response, the Proposers agree to be bound to and execute the Agreement for **Security System Services - Citywide RFP 2010.05.07**. Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for City's consideration. Only comments and proposed revisions included within the Response will be considered by the City. Any comments identified after the Response has been received need not be considered by the City. Furthermore, any requests to negotiate provisions of the Agreement not identified in the response after the Response has been received, may be grounds for removal from further consideration for award. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiations process.

Failure of the successful Proposer to execute a contract within thirty (30) days after the notification of award may, at the City's sole discretion, constitute a default. However, the Agreement must be executed no later than one hundred twenty (120) days, based upon the requirements set forth in the RFP through action taken by the City Commission at a duly authorized meeting. If the Proposer first awarded the Contract fails

to enter into the contract as herein provided, the award may be declared null and void, and the Contract awarded to the next most responsible, responsive Proposer, or re-advertised, as determined by the City.

1.9. Unauthorized Work

Any unauthorized work performed by the Successful Proposer(s) shall be deemed non-compensable by the City.

1.10. Changes/Alterations

Proposers may change or withdraw a Response at any time **prior to** Response Submission Deadline. All changes or withdrawals shall be made in writing to the Procurement Division as specified in this RFP. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response Submission Date.

1.11. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City's Procurement Division in the manner prescribed in RFP section 1.4 above. Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

1.12. Disqualifications

The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposal.

Any Responses submitted by a Proposer who is in arrears (money owed) to the City or where the City has an open claim against a Proposer for monies owed the City at the time of Proposal submission, will be rejected as non-responsive and shall not be considered for award.

1.13. Proposers Expenditures

Proposer(s) understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses to this RFP are exclusively at the expense of the Proposer(s). The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response or anticipation of a contract award or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded.

1.14. Bid Bond

No bid bond will be required.



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION
Tel: 305-460-5121, Fax: 305-460-5116

SECTION 2

Request for Proposal (RFP) No 2010.05.07

2.0: SCOPE OF SERVICES / SPECIAL CONDITIONS

2.1 SCOPE OF WORK:

- 2.1.1 This document is an outline of the requirements for the submittal of a Proposal for all labor, materials, equipment, hardware, software, firmware, permits, as-installed documentation and supervision required to fully support and provide integrated security system maintenance and repair services for security systems (including but not limited to access control, alarm monitoring systems, associated audio systems and CCTV) installed within facilities owned by the City of Coral Gables.

Facilities may involve current and future City projects with work including, for example, but not necessarily limited to:

- Security system service and repair work
- Security system on-going maintenance and warranty work
- Security system upgrades and enhancements
- Future security installation work
- Additional security system work in City facilities as may be requested

The proposing contractor may include additional items not specified or addressed within this document.

- 2.1.2 The Security Contractor shall furnish, install, and/or service all necessary equipment, software, firmware, materials, components, cabling and labor to maintain a fully operational and supportable security system regardless of whether individual items are specifically referenced herein.

2.1.3 C-CURE 800 SYSTEM SOFTWARE MAINTENANCE AGREEMENTS

1. Primary Systems contractor shall be responsible for purchasing, on behalf of the City of Coral Gables, a platinum-level software maintenance agreement from Sensormatic/Softwarehouse (TYCO). Contractor shall be responsible for advising the City of any and all technical bulletins including, software patches, revisions, upgrades and/or missing-critical system fixes.
2. Contractor shall purchase (at no additional mark-up), the software maintenance agreement under the Partnering Pricing Agreement already in-force between the City of Coral Gables and the prime system manufacturer, Sensormatic/Softwarehouse (TYCO).

2.2 FACILITY LOCATIONS:

- 2.2.1 Facilities covered under this Agreement shall include:

- a. City Hall Annex
- b. Merrick House (Coral Gables House)
- c. Central Police/Fire Station No. 1
- d. Trolley Depot
- e. Police- 4th Floor (911 center)
- f. City Hall
- g. Parking Garage No. 1
- h. Parking Garage No. 4
- i. Parking Garage No. 6 (Merrick Parking Garage)

- j. Fire Station No. 2
- k. Fire Station No. 3
- l. Biltmore Tennis
- m. Coral Gables Museum
- n. Parking Garage No. 2
- o. Granada Pro Shop
- p. Granada Golf Maintenance Building
- q. City Warehouse No. 1
- r. Coral Gables Country Club
- s. Venetian Pool
- t. Coral Gables War Memorial Youth Center
- u. Salvadore Tennis
- v. 72 Avenue Maintenance Facility

2.2.2 The Owner may periodically request additional services not included in this Agreement, may request services in other City-owned facilities, and/or may request modifications, changes and enhancements to security systems. The rate charged for services shall be based on the terms awarded by this Contract for the services provided under this Agreement.

The following security equipment totals are approximate:

<u>Type</u>	<u>Quantity</u>
APC Lite	(2)
APC	(14)
APC 8x	(12)
HID Readers	(145)
FBI XL4	(12)

<u>Facility</u>	<u>Card Access</u>	<u>Alarm System</u>
City Hall Annex	Yes	Yes
Merrick House (Coral Gables House)	Yes	Yes
Central Police/Fire Station No. 1	Yes	Yes
Trolley Depot	No	Yes
Police- 4 th Floor (911 center)	Yes	Yes
City Hall	Yes	Yes
Parking Garage No. 1	No	No
Parking Garage No. 4	No	No
Parking Garage No. 6 (Merrick Parking Garage)	No	No
Fire Station No. 2	No	Yes
Fire Station No. 3	Yes	Yes
Biltmore Tennis	No	Yes
Coral Gables Museum	Yes	Yes
Parking Garage No. 2	No	Yes
Granada Pro Shop	No	Yes
Granada Golf Maintenance Building	No	Yes
City Warehouse No. 1	Yes	Yes
Coral Gables Country Club	No	Yes
Venetian Pool	No	Yes
Coral Gables War Memorial Youth Center	No	Yes
Salvadore Tennis	No	Yes
72 Avenue Maintenance Facility	Yes	Yes

2.3 SERVICE:

The Contractor shall properly identify in its proposal the two (2) types of services to be provided:

- a. Planned Preventative Maintenance-Flat Rate: The proposing Contractor shall submit a detailed list of maintenance services the Contractor plans to perform for all planned regular maintenance of the equipment, to include items that are provided and the frequency of each item (e.g. monthly, quarterly, semi-annually, annually).

b. Non Planned Maintenance:

- (i) Routine and Requested Repairs: Labor cost for repairs approved or modifications requested by the Public Works Department and made to the system during normal work hours. Parts are to be charged upon an agreed cost, plus the mark up rate, and these costs shall be itemized.
- (ii) Emergency Repairs: Labor cost for emergency repairs approved by the Public Works Department during non-normal working hours. All overtime charges shall be charged at a single overtime rate and shall include any work performed during overtime hours. The proposing Contractor shall specify the exact charge for overtime hours, including, if any, time charges for travel and holidays.
- (iii) Normal working hours: Monday through Friday, 7:30 a.m. to 5:00 p.m.
- (iv) Overtime Hours: Owner must pre-approve all overtime work
- (v) Holidays: Holidays recognized by the Owner are:
 - New Year's Day (January 1st)
 - Martin Luther King Day (January)
 - President's Day (February)
 - Memorial Day (May)
 - Independence Day (July 4th)
 - Labor Day (September)
 - Veteran's Day (November)
 - Thanksgiving (November)
 - Day after Thanksgiving (November)
 - Christmas Eve (December)
 - Christmas Day (December)

- c. Additional Work at Listed Facilities: The Owner may request additional repairs or services under the same Terms and Conditions of the Basic Agreement for those facilities listed in the Basic Agreement, as needed. The rate charge for such services shall be based on the terms awarded by this Contract for the facilities covered under this Agreement.
- d. Additional Facilities: The Owner may request Service Agreements for additional facilities not covered under the original Agreement. The Contractor shall provide services for additional facilities under the same terms and conditions of this Agreement. The rate charged for such services shall be based on the terms awarded by this Contract for the facilities covered under this Agreement
- e. Modifications to the System: Should the Owner require any modifications to the existing systems, the Owner reserves the right to obtain additional quotes and award work to whichever Contractor the Owner feels serves the City's best interest. This work may include any equipment that may be modified, enhanced, or replaced. The Contractor shall be given first consideration to perform the work and shall submit to the Owner upon request a written estimate of cost for modifications requested by the Owner.

2.4 OTHER EQUIPMENT SERVICES:

The Owner may elect to utilize the services of the Contractor to provide repairs, service maintenance replacements or new installations of other manufacturers' equipment. Equipment shall include, but not be limited to intruder burglar alarm systems, or any other security devices the Owner may elect to install within the facilities.

2.5 OTHER EQUIPMENT MANUFACTURERS:

The Owner has security systems installed by other manufacturers. The Owner may elect to have the primary Contractor provide prices repairs, replacements and necessary installations for this equipment. The Contractor shall provide the same services on all installed equipment in the Owner's facilities to include all future installations as selected by the Owner, based on the same requirements as specified in this document. The work shall include all guarantees and warranties as specified in this document and will be billed at the

same rate for time and materials proposed and accepted in this agreement. The Contractor shall meet all requirements listed in this document to include: being an authorized Contractor/Installer by the equipment's manufacturer and being capable of performing all service and warranty work. All terms and conditions stated in this document shall apply to any and all equipment currently installed in the Owner's facilities as well as any new installations. The procedure for approval of work shall be the same procedure as stated in this document to include: estimate submittals by the Contractor for performing the work. All approved work shall be through an authorized work order. NOTE: The Owner may elect to obtain services from other contractors for this type of equipment to include: installations, replacements, and repairs services. This shall include any security equipment that is proprietary in nature or that the purchase and maintenance of equipment is through a sole source vendor. The Owner will request the services from the primary contractor first and will determine, based on the Owner's decision, if the Contractor is capable of performing the requested work, authorized to perform the work by the equipment's manufacturer and if the Contractor's prices are in-line with the services provided by other Contractors. The Owner reserves the right to be the final decision on awarding work to any Contractor on any equipment.

2.6 SCHEDULE OF ROUTINE MAINTENANCE:

The Contractor shall submit with this proposal a sample of the routine preventative maintenance the Contractor normally provides. This Contractor's schedule may not be the final approved schedule of services. Revisions, additions or changes as indicated in this Request for Proposal but not included in the Contractor's maintenance schedules shall be included in the basic maintenance services to be provided. The Contractor shall be responsible for any manufacturer's required or recommended maintenance work, including when such work should be performed. Any procedures required by the manufacturer must be performed in accordance with the manufacturer's requirements.

2.7 EQUIPMENT, PARTS AND MATERIALS:

- 2.7.1 The Security Contractor shall furnish, install and/or service all necessary equipment, software, firmware, materials, components, cabling and labor necessary to maintain a fully operational and supportable security system regardless of whether individual items are specifically referenced herein.
- 2.7.2 The Owner may elect to furnish equipment, parts or materials. The Contractor shall be informed when each work request is issued as to which party is to furnish equipment, parts or materials.
 - a. Inventory Items Not In Stock/Shipping Charges: Any inventory items that are not currently in stock, either through the Contractor or local manufacturer's distributions, shall be purchased by the Contractor and re-invoiced to the Owner based on the agreed cost schedule as indicated in the service agreement. Any shipping charges, including overnight delivery charges required in obtaining the necessary parts, may be billed to the Owner in addition to the cost of the part. However, the shipping charges must be pre-approved by the Owner in advance. The Contractor shall be responsible for any charges that are not pre-approved.
- 2.7.3 The Owner reserves the right to inspect, approve or reject any equipment, part or material to be used for repairs, replacement or system upgrades.

2.8 TESTING, GUARANTEE, WARRANTY AND SERVICE RESPONSE:

- 2.8.1 Testing: Upon completion but prior to approval of service, repair and/or installation work, Contractor shall completely test and document all work performed, including a functional test of the system. If requested, Contractor shall conduct the test with Owner-designated representative present.
- 2.8.2 Guarantee: The Contractor shall guarantee all work performed as to the quality of work, compliance with all applicable codes, statutes, ordinances, industry workmanlike practices, and the corrective measures by which repairs are made. Contractor shall guarantee all work performed for a period of not less than one (1) year from the date of completion. This guarantee is not a warranty. The guarantee applies to repair, service work, new installation, or replacement not covered by any existing warranty. The guarantee will be that any repair, replacement or necessary corrective measures will be performed by the Contractor at no cost to the Owner.

- 2.8.3 Warranty: All equipment, components, parts, materials and labor shall be fully warranted against defects in performance and workmanship for a period of not less than one (1) year. During the warranty period, all warranty work shall be at no additional cost to the Owner.
- a. The Contractor shall supply the Owner with all warranty documents for new equipment and upgrades. Contractor shall file any warranty documents as may be required by the manufacturer and shall furnish the Owner with proof of same.
 - b. The Contractor shall provide all work covered by existing and future warranties. Contractor must be certified by the manufacturer to provide warranty work. All charges back to the manufacturer for the cost of warranty repair work shall be the sole responsibility of the Contractor.
- 2.8.4 Service Response: Contractor shall provide normal business hours service response Monday thru Friday from 7:30 a.m.-5:00 p.m. Eastern Time. Contractor shall, however, be fully capable of providing services 24-hours per day, 7 days per week, including holidays.
- a. Guaranteed Response Times: Contractor shall guarantee maximum response time to the designated City facility as follows:
 - i. Normal Business Hours- Three (3) Hours
 - ii. After Normal Business Hours (Non-Holiday)- Four (4) Hours
 - iii. Holidays- Four (4) Hours
 - b. Inventory of Equipment, Parts, Materials: Contractors shall be solely responsible for maintaining an adequate Inventory of system equipment, components, parts and materials. In any event, Contractor shall inventory major system components so that any major system component can be repaired or replaced within a 24-hour period.
 - c. Any costs associated with facility areas requiring special security coverage (personnel) to be added due to the inability of the Contractor to repair/replace system components shall be borne by the Contractor.
 - d. Contractor is solely responsible for ensuring that technicians are thoroughly trained and certified on equipment installation, troubleshooting and/or repair, and that necessary technical documentation, training and technical support have been provided prior to commencing any work. In other words, the City will not reimburse Contractor for any training, manufacturer's follow-up, etc.
 - e. The primary access control/alarm monitoring manufacturer shall agree (in writing as part of the proposal submittal) to fully support the complete operation of the system for a minimum of eight (8) years. This shall include but not be limited to all hardware, software, firmware, cards, and all other system elements that constitute an operational system.

2.9 OTHER SERVICE, REPAIR, MAINTENANCE, UPGRADE REQUIREMENTS:

2.9.1 Service, Repair, and Modification Work:

- a. System shall be wired in conduit wherever necessary to prevent system wiring from being openly exposed, exposed to the elements, exposed to transient/spurious signals, and/or wherever required by code. Otherwise, plenum-rated cable shall be used as required.
- b. Terminations- All multiple termination points shall be secured on Terminal Blocks.
- c. Exposed Panels- All accessible panels shall be secured with tamper resistant screws. Owner shall be supplied with two (2) tools for removing/securing all tamper-resistant hardware.
- d. Electronic Equipment Enclosures- All terminal enclosures housing electronic components shall be fully tampered.
- e. Field AC Power- All field AC power shall be directly hardwired to vendor's equipment wherever possible.

- f. All work required to cut, patch and/or mount security hardware is the responsibility of the Security Contractor.
- g. All wiring shall be in accordance with the manufacturer's requirements and all applicable codes and standards.
- h. All cabling shall be tie-wrapped and cleanly distributed. Additionally, all cabling shall be systematically and logically numbered and marked using vinyl wire markers; all cabling runs, distribution, splice points and terminations shall be documented on the "As-Installed" drawings.
- i. Security Contractor shall provide finish options to the Architect and/or Owner's designated agent for all hardware located in public areas. Owner's agent shall authorize the ordering of accepted finishes. Upon request of the Owner's agent or Architect, the vendor shall, at his own expense, ship sample items of equipment or cable for examination.
- j. System shall have adequate power supply protection to protect against service disruptions caused by primary power spikes, dips and transients. Adequate battery back-up shall be provided as necessary and in accordance with manufacturer's specifications.
- k. Communications/control loops and all signaling loops shall be fully supervised and shall automatically report conditions such as open, ground, fault, tamper conditions or terminal off-line.

Individual data-gathering panels (DGP's) shall automatically report loss of primary AC power, low battery conditions, etc.

2.9.2 Security System Documentation:

- a. Contractor shall provide engineering submittals for review prior to conducting any major system installation, re-configuration, and/or major upgrades. Contractor shall provide documentation on CAD, reproducible drawings and/or on bluelines as may be requested by the Owner.
- b. As-installed documentation shall, at a minimum, include the following data and shall be maintained current by the Contractor and stored for the life of the contract.
 - (i) Manufacturer's cut-sheets and operating manuals
 - (ii) Complete wiring diagrams indicating all risers, branch wiring, conduit, type of cabling, terminal diagrams, power loads and distribution.
 - (iii) Equipment locations by type

Note: All of the following shall be individually numbered and identified on the as-installed drawings.

- (iv) Terminal (Peripheral Equipment)
- (v) Junction Boxes
- (vi) Splice Boxes
- (vii) Pull Boxes, etc.
- (viii) AC Power Locations
- c. All service, installation and/or system maintenance that results in additions, moves or changes to any security system shall be fully documented on the as-installed drawings. Contractor shall maintain all systems documentation current and update the Owner's site documents on a quarterly basis, at no additional charge to the Owner, for the life of the contract.

2.9.3 Software Upgrades/Enhancements:

- a. Software upgrades/enhancements for processing functions purchased by the Owner at any time shall be provided, installed, tested and debugged for a period of two (2) years at no additional cost to the Owner

- b. Owner shall be promptly notified in writing of all software upgrades/enhancements for the system functions not purchased by or available to the Owner during the life of the system.
- 2.9.4 Building and Security System Electrical Work: All building electrical work shall be performed by the Owner or a Contractor chosen by the Owner. The electrical systems that are part of the operation of the security system shall be maintained and all repair work shall be done by the Contractor. Should any of the building system malfunctions, and as a result prohibit the security system from working, the Contractor shall notify the Owner immediately so that the Owner may make arrangements to repair the electrical system.
- 2.9.5 Telecommunications System and Devices: All building telecommunications system work shall be performed by the Owner or a Contractor chosen by the Owner. The telecommunications system that is part of the operation of the security system shall be maintained and all repair work shall be done by the Contractor. Should any of the building systems malfunction and as a result prohibit the security system from working, the Contractor shall notify the Owner immediately so that the Owner may make arrangements to repair the telecommunications system.

2.10 CITY EQUIPMENT INVENTORY:

- 2.10.1 Security system equipment covered under this agreement in City-owned facilities shall include but not necessarily be limited to:
 - a. The primary access control/alarm monitoring system.
 - b. The retail merchant alarm monitoring system
 - c. All associated hardware, software, firmware, cards, etc.
 - d. All associated cabling infrastructure including data, control, power, power supplies, life-safety interface, miscellaneous hardware
 - e. All associated peripheral devices including locks, strikes, card readers, key pads, biometric devices, alarm sensors
 - f. All associated data gathering panels (DGP's), alarm monitoring panels, modems, etc.

Any and all security system additions, changes, reconfiguration, modifications shall be covered in this agreement.

The Contractor shall note and evaluate the condition of listed equipment.

2.11 INSPECTION OF WORK BY OWNER:

- 2.11.1 The Owner, through the Owner's representative, shall inspect the work of the Contractor in the following manner:
 - a) Planned/Scheduled Maintenance: The Owner's representative shall make inspections of the system to verify that the Contractor is properly maintaining and providing the required service work on the equipment. The Owner's representative shall notify the Contractor of any discrepancies or problems discovered, and the Contractor shall respond to the notification and make the necessary corrections within two (2) working days.
 - b) Routine Repair Work: The Owner's representative shall inspect any repairs made by the Contractor and shall notify the Contractor if the Owner believes the repairs were made improperly. The Contractor shall make corrections to any improper repairs within two (2) working days. If the Contractor is unable to respond within that time frame, for any reason, the Owner must be notified as to the reason and given an estimate as to when the work will be performed and completed. Failure to do so or repeated untimely response to notification of unsatisfactory work may result in the cancellation of the Contract.
 - c) Product Approval: The Owner reserves the right to conduct a final work inspection for the purpose of approving or rejecting any equipment, part or material to be used for repairs, replacement or system upgrades.
 - d) Projects-New Installation and Upgrades: All permitted work must be inspected and approved by Public Works and Building and Zoning.

- e) Project Design-New Projects and Renovation: Contractor shall coordinate with, may be directed by and may receive direction from other City entities, such as architectural or engineering divisions of the Public Works Department.
- f) Project Design-Police Department Requirements: Contractor shall coordinate with, may be directed by and may receive direction from the Police Department concerning methods, practices, standards and/or operational requirements for security system work.
- g) Contractor acknowledges that all design implementation and/or service work involving any projects funded by the Law Enforcement Trust funds shall comply with all Police Department requirements and be approved by the Police Department.

2.12 AUTHORITY:

The oversight authority for the City of Coral Gables shall be the Public Works Department Facilities Maintenance Division Superintendent or his designated representative. Supervision of the service contract shall be the responsibility of the Public Works Department Facilities Maintenance Division Superintendent.

2.13 LICENSES

The Contractor must be fully licensed to perform the requested work. The licenses must be valid for both State of Florida as well as Metropolitan Miami-Dade County and/or City of Coral Gables requirements.

- 1. Each of the Contractor's employees performing work for the Owner must have valid licenses that are required for the type of work he or she is performing.
- 2. The Contractor shall furnish proof of a valid State of Florida Low Voltage Contractor's License. The Contractor shall furnish the Owner with a copy of any renewed licenses at the time of license renewal.
- 3. The Contractor is also encouraged to submit any and all related licenses (e.g. electrical contractor's license, etc.) possessed at the time of proposal. These licenses may be considered as additional qualifications at the time of contract award.

2.13.1 Qualifications: At a minimum, the following Contractor qualifications must be met:

- a) Contractor should be an authorized dealer fully certified by the prime system manufacturer Sensormatic/Softwarehouse (TYCO) on the C-Cure 800 Systems. Contractor shall be certified by the manufacturer to perform all installation, service, repair, replacement and purchase of equipment. Evidence of current authorized dealer status shall be provided to the Owner at the time of proposal.
- b) Certification shall mean, for purposes of this document, that at a minimum, the Contractor shall:
 - (i) Be currently certified as a direct purchase of equipment from the manufacturer.
 - (ii) Be currently certified to honor any pricing concessions accorded to the Owner by the manufacturer
 - (iii) Maintain a minimum of two (2) factory-certified technicians to service the Owner's systems in accordance with all manufacturer's directives, specifications, and requirements.
 - (iv) Maintain, at Contractor's sole expense, an inventory sufficient to meet the requirements of the Owner as set forth in this document, and any requirements as established by the manufacturer as a condition of being a certified dealer.
 - (v) Be in compliance at all times with all Federal, State, and local laws, statutes, ordinances, codes, directives and any and all terms and conditions of this document.
- c) Contractor shall have a local office staffed with no fewer than two (2) full-time technicians qualified to perform testing inspection, repair and maintenance services on all system elements as required under the terms and conditions of this service Contract.
- d) Technicians shall be currently certified by the prime system manufacturer. A roster of technicians and evidence current certification shall be provided to the Owner at the time of the

- proposal. It is the Contractor's responsibility to inform the Owner of future changes in technician certifications as they occur during the life of the contract.
- e) Contractor must have been engaged in the business of providing, installing, servicing, and maintaining like security measures in similar environments continuously during the past two (2) years.
 - f) Contractor shall also, at a minimum: be qualified and possess any and all manufacturer's certifications to perform installation, service, repair, warranty work.
 - (i) Purchase directly from the manufacturer's detailed herein
 - (ii) Fully support all software, firmware, hardware and building systems interface, where appropriate, such as - fire, elevator, HVAC, lighting, telecommunications, etc.
 - (iii) Maintain an inventory of system critical spare parts sufficient to ensure that loss of primary security system functions will be restored within 24 hours.
 - g) 'Security Systems' for the purpose of this RFP shall include, for example:
 - (i) Sensormatic/Softwarehouse C-Cure 800 Access Control System head-end, APC's, power supplies, modems, card readers, electric and electromagnetic locks, cards, video badging system (workstation, Fargo printer, CCD 1000 model 2002 camera), software, firmware, database and all associated hardware and cabling.
 - (ii) FBI-CPZZOFB alarm monitoring head-end (direct connect) including workstation and S.I.S. alarm monitoring software. NOTE: City purchases a software support agreement directly from S.I.S.
 - (iii) FBIXL4 intrusion alarm panels, power supplies, digital communicators, alarm devices, and all associated hardware and cabling. Ademco Vista 50 intrusion alarm panel, power supply, digital communicator, alarm devices, and all associated hardware and cabling.
 - (iv) Security system equipment may also include hardware, software, firmware and other associated hardware and cabling not specifically referenced herein, and/or may include additional hardware, software, firmware and other associated hardware and cabling which the City may elect to implement in the future.

2.14 **PERMITS:**

It will be the Contractor's sole responsibility to obtain any applicable permits when required. Any permit required by the Owner will be issued at no cost to the Contractor.

2.15 **CODES/REGULATIONS:**

It is the sole responsibility of the Contractor to comply with all Federal, State, County and City Codes, including any and all structural, electrical and environmental codes and regulations, including but not limited to: NEC, NFPA-101, related U.L. Standards, ADA, local fire and building codes and generally-accepted industry workmanlike practices. All codes and regulations shall be the most recently adopted and in-force.

2.16 **SAFETY:**

The Contractor is responsible for the safety of the Contractor's employees. The Contractor will be responsible for the safety of Owner's employees and the public as to the work performed, any unsafe conditions, or acts of the Contractor while providing service. All safety requirements by any code, insurance regulation, ordinance or law are the responsibility of the Contractor. The Contractor must provide all Contractors' employees with appropriate safety equipment.

- a) Safety Equipment/Clothes: The Contractor is fully responsible for furnishing safety equipment to all of the Contractor's employees on the Owner's job site, including safety glasses, gloves, hard hats, back braces, or any other required safety item. The Contractor is required to make certain that each employee is wearing the proper safety clothing, including safety shoes.
- b) Use of Barricades and Work Site Safety: The Contractor shall supply and use all pedestrian warning devices and necessary barricade device to keep the public or anyone other than the Contractor's employees out of job sites. The Contractor shall furnish and post any required signs. The Contractor is responsible for the safety of the work site at all times.

2.17 STORAGE OF MATERIALS AND TOOLS:

1. The Contractor may store materials or tools on the job site, providing prior arrangements for the location and method have been made through the Facilities Management Division. The Owner shall not be liable for any loss or damage of stored materials or tools.
2. Site Clean-Up: The Contractor shall be required to keep all work sites clean on a daily basis. Debris removal and disposal of trash including roofing/ceiling materials shall be the sole responsibility of the Contractor.

2.18 ENERGY MANAGEMENT:

The Owner has installed energy management systems and has an energy management policy. The Contractor shall work within the guidelines the Owner sets forth in the Energy Management Policy, including the on and off times of the equipment.

2.19 ENVIRONMENTAL COMPLIANCE REQUIREMENT:

The Contractor shall be responsible and comply with any and all environmental regulations and requirements.

- a) Environmental Regulations Disposal: The Contractor shall comply with all Federal, State, County, and City environmental regulations directing the disposal of parts and/or materials.

2.20 WARRANTIES:

The Contractor shall provide all work covered by the existing manufacturer's warranties. The Contractor must be certified by the manufacturer to provide the warranty work, and all charges back to the manufacturer for the cost of warranty repair work shall be the responsibility of the Contractor.

2.21 OWNER'S DOCUMENTS:

1. All warranties, instructional manuals, schematics, or any documentation concerning any of the equipment becomes the sole property of the Owner. The Contractor shall provide the Owner with all such documents and corresponding updates.
2. Contractor acknowledges the sensitive, confidential and proprietary nature of all information pertaining to the City's security systems, methods and/or practices. Contractor certifies that he shall take any and all reasonable measures to prevent the unauthorized disclosure or compromise of proprietary City information.

2.22 CONTACT INFORMATION:

The Contractor shall provide the Owner with the names, telephone numbers and pager numbers for contact to respond to a repair. The Contractor shall maintain the ability to respond 24 hours per day, 365 days per year when requested by the Owner. The list shall also include the names, telephone numbers and pager numbers of the Contractor's authorized representatives. The Owner shall provide the Contractor a list of names and telephone numbers of its authorized representatives.

2.23 STAFF APPROVAL:

The Owner reserves the right to approve the Contractor's personnel working on the Owner's site, including the skill level of any personnel. The Owner may request a skill level for the personnel assigned to specific work. The exception shall be based on skill levels required by code or license regulations. The Owner reserves the right to approve the number of personnel performing work on the Owner's site.

- a) Employee Standards: All employees of the Contractor performing work under this contract shall meet the minimum acceptable standards of cleanliness, conduct, and human reliability for the type of work to be performed. Such standards shall be prescribed and approved by the Department of Public Works Director or his designated representative.

- b) All employees of the Contractor performing under this contract must be able to read, write, speak and fully communicate in the English language.
- c) Conduct: The Owner reserves the right to request the removal of any Contractor's employees from City facilities for reasonable cause. Such causes shall include, but are not limited to:
 - (i) Wearing of inappropriate clothing and/or uniform.
 - (ii) Engaging in loud, boisterous or unworkmanlike conduct.
 - (iii) Unauthorized use, disposition and/or misrepresentation of City and/or personal properties.
 - (iv) Engaging in unlawful or unauthorized acts.
 - (v) Misrepresentation of facts.
 - (vi) Failure to meet acceptable standards of personal cleanliness, bearing and demeanor.

2.24 PARKING:

The Contractor shall be instructed as to where the company vehicles are to be parked while work is being performed. Servicing City facilities does not waive the requirement to pay for metered parking when necessary.

2.25 SUB-CONTRACTORS:

The Contractor shall furnish the Owner with the names of any Sub-Contractors that will be performing work under the primary Contractor. In addition, Sub-Contractors must supply the primary Contractor with proof of proper insurance and licenses. The minimum licensing and insurance qualifications for the Sub-Contractors shall be the same as the primary Contractor. All Sub-Contractors shall be listed, and all required documents supplied, along with the primary Contractor's original proposal. Any and all Sub-Contractors will be subject to strict approval by the Owner. Nothing contained within these specifications, or the Service Contract, shall be construed as creating any contractual Contract between the Sub-Contractor and the Owner.

2.26 SECURITY/ACCESS:

1. The Contractor shall be granted entrance into an Owners facility with a card access security system, including all locations where security systems equipment exists.
2. The Contractor shall abide by any regulations set forth under the security requirements by the Police Department including requesting keys for locked areas, escorts to restricted areas, if required by the Police Department and any identification badges that may need to be worn while working in any facility. The Owner shall notify the Contractor if any changes to security procedures are enacted and shall give the Contractor proper instructions regarding compliance with any security requirements.
3. Contractor, Contractor's employees and all subcontractor employees shall be subject to background checks by the police department.

2.27 DOCUMENTATION OF SERVICE:

1. All work performed, including routine preventive maintenance and inspections, must be documented in writing and furnished to the Facility Maintenance Division in the form of a Work Order. The Work Order must include the following information:
 - a) Date and time work was performed
 - b) The facility
 - c) The location within the facility
 - d) The type of work
 - e) Brief description of the work
 - f) Name of service person performing the work
 - g) Name of person requesting service
2. Major repairs or replacements of equipment must include parts description and identification, serial number and brand, and indicate if a replacement is covered under warranty or charge. All charges for materials, parts, or replaced equipment must each be identified and priced.

3. The Contractor shall update the Owner's site documents on a quarterly basis or upon request by the Owner.

2.28 NOTIFICATION OF CONDITIONS TO OWNER:

The Contractor shall notify the Owner of any conditions of security equipment that may need repair. This will include a description of the condition, as well as recommended corrective action and the cost. The Contractor shall notify the Owner if any conditions are a building, fire and/or safety code violation. This information is to be in writing and may be sent via fax to the Public Works Department Facilities Maintenance Division Superintendent or his designated representative. Should the Contractor wish to make a replacement or repair that may prevent further repairs, or prevent an untimely breakdown of the equipment, the Contractor is encouraged to do so. However, the estimated cost for such repairs must be submitted to the Owner in writing and the Contractor must receive approval from the Owner before performing the work.

2.29 PERSONS APPROVED TO REQUEST SERVICE:

The authority for the City of Coral Gables shall be the Public Works Department Facilities Maintenance Division Superintendent or his designated representative. The Owner shall provide a list of the names and titles of persons authorized to request services. Only those persons may request services.

The Owner will not be responsible for any charges incurred by the Contractor for providing services requested by any person not on the approved list of authorized representatives.

2.30 STATUS REPORTS:

1. Upon receipt of a work order for service, Contractor shall transmit via facsimile to the Public Works Department Facilities Maintenance Division Superintendent and/or others as may be designated, a status report on all work completed or uncompleted.
2. A monthly status report of all uncompleted, completed, and in-progress work shall be transmitted by facsimile to the Public Works Department Facilities Maintenance Division Superintendent

2.31 INVOICING:

The Contractor shall invoice the Owner in the following manner for all work completed:

- a. Planned Maintenance: The Contractor shall invoice the Owner each month for the planned maintenance performed by the Contractor. The invoices shall be sent to the Owner on the first of each month for work completed the previous month. The invoices shall include the following information:
 - (i) Indication that the invoice is for planned routine maintenance
 - (ii) Purchase order number
 - (iii) Date of invoice
 - (iv) Date of service
 - (v) Location service was performed
 - (vi) Name of person requesting service
 - (vii) Type of service
 - (viii) Brief detail of work performed
 - (ix) Per item list of all parts and materials furnished
 - (x) List of each employee performing work
 - (xi) The number of hours of labor performed
 - (xii) The skill level of each employee performing the service
 - (xiii) Invoice total amount.
- b) The Contractor shall invoice the owner for all additional pre-approved charges for repairs and parts supplied by the Contractor upon completion of work and/or delivery. The invoice shall include the following information:
 - (xiv) Date(s) and time(s) the work was performed
 - (xv) Name(s) of person(s) authorizing the work
 - (xvi) Report(s) of the repairs made including the exact work performed

- (xvii) Itemized list(s) of parts supplied and their prices
- (xviii) Labor charges with specified hourly rate according to the time worked
- (xix) Indication of the skill level of labor supplied, field service, installation, computer technician, etc.
- (xx) Travel time, if any.
- (xxi) Work Order No.

2.32 DISRUPTION OF BUSINESS:

Repairs or service work is to be performed in a manner that will not disrupt the business activities of the facility. This may require the Owner to change the Contractor's work schedule to weekends or nights. In the event of any interruptions or special conditions, the Contractor must contact the Facilities Maintenance Division Superintendent, which will then address them in conjunction with the Facilities Maintenance Division. The Facilities Maintenance Division shall determine the best conditions or solutions to completing the work.

Please note: The Police and Fire facilities are in operation 24 hours per day, 365 days per year.

2.33 DAMAGES:

The Contractor shall be liable for any and all damages it causes to any facility or any facility's equipment as a result of its work. The Contractor shall notify the Owner immediately of any damages.

2.34 HISTORIC BUILDINGS:

1. Several of the facilities are Registered Historic Sites and special care and attention shall be given to this fact. Any work that may affect aesthetic appearances or historic conditions must be approved by the Architectural Division of the Public Works Department.
2. Any permitted work in any historic facility will require an additional permit to be applied for through the Historic Preservation Department. Historic sites may not be altered in any fashion. All work is subject to the approval of the department.

2.35 ASSIGNMENT:

This Service Contract may not be assigned to any other Contractor or Company.

2.36 MULTIPLE CONTRACTORS:

The Owner reserves the right to award security alarm safety system service to multiple qualified contractors, each of which must meet all qualifications specified in these terms and conditions.



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

SECTION 3

Request for Proposal (RFP) No 2010.05.07

3.0: RFP GENERAL CONDITIONS

3.1. Acceptance/Rejection

The City reserves the right to accept or reject any and/or all Proposals or sections thereof, and waive any informalities or technicalities. As a matter of information, the City Commission does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Proposal which in the judgment of the City will best serve the needs and interest of the City. The City also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, and who is not in a position to perform the requirements defined in this RFP. This offering of RFP itself does not in any way constitute a contractual agreement between the City of Coral Gables and the Proposer.

3.2. Legal Requirements

The Proposer shall comply with all rules, regulations and laws of the City of Coral Gables, Miami-Dade County, the State of Florida and the Federal Government now in force or hereinafter to be adopted. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility.

3.3. Non-Appropriation of funds

In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this Project, then the City, shall have the unqualified right to terminate the Work Order(s) or Agreement upon written notice to the Contractor, without any penalty or expenses to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any vendor(s).

3.4. Occupational License Requirements

Any person, firm, corporation or joint venture, with a business location in the City of Coral Gables who is submitting a Proposal response under this solicitation, shall meet the City's Occupational License Tax Requirements in accordance with Ordinance No O2005-15 of the City of Coral Gables Code and Chapter 205 of the Florida Statutes.

Others with a location outside the City of Coral Gables shall meet their local Occupational License Tax requirements. Copy of the license must be submitted with the Proposal; however, the City may, at its sole option and in its best interest, allow the Proposer to supply the license to the City during the evaluation period, but prior to award.

3.5. Minimum Qualification Requirements

The City of Coral Gables intends to procure items or service as specified herein from sources of supply that will give prompt, professional and convenient service of acceptable quality. Each Proposer shall complete the applicable Qualifications Statement and submit it with Proposal. Failure to submit statement and documents required thereunder may constitute grounds for rejection. The Proposer must have a proven record of successfully completing projects. The City reserves the right to make pre-Award inspections of the Proposer's facilities and/or equipment prior to Contract Award.

Proposals will be considered only from firms that meet the following criteria:

- (a) Firms that are regularly engaged in the business of providing these goods and/or services as described in the Request for Proposal "Scope of Services".
- (b) Firms that have a record of regular performance of similar scope and quality for a reasonable period of time as specified in the "Scope of Services".

- (c) Firms that have sufficient financial support, as specified in Special Conditions, equipment and organization to insure that the firm can satisfactorily execute the Contract under the terms and conditions stated herein.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices of the industry as determined by the proper authorities of the City of Coral Gables.

At City's sole discretion, it may be determined that a Proposer is not "qualified", "non-responsive" and/or "not responsible". Proposal may be rejected for any of, **but not limited to**, the following reasons:

- (a) Evidence of collusion with other Proposers. Participants in such collusion shall be disqualified for any further work from the City until such time as they are reinstated.
- (b) Submission of more than one Proposal for the same Contract under the same or different names, in which case all such duplicated Proposals shall be rejected.
- (c) Proposer lacks qualification or resources necessary to fulfill the intent of the Contract.
- (d) Unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City.
- (e) Proposer has previously defaulted in the performance of a public service contract, or has been convicted of a crime arising from the performance of a previous or current public service contract.
- (f) Any other inability, financial or otherwise, to perform the work, based on any reasons deemed proper as determined from a prepared survey of Proposer's capability to perform the work.

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

3.7. Resolution of Protests

Pursuant to Section 2-950 of the City of Coral Gables Code:

Notice of Intent: Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the formal solicitation of a contract or who intends to contest bid specifications or a bid solicitation may file a written notice of intent to file a protest with the City Clerk's office within three (3) calendar days prior to the date set for opening of bids or receipt of proposals.

Any actual responsive and responsible bidder whose bid is lower than that of the recommended bidder or an offeror who perceives itself aggrieved in connection with the recommended award of contract may file a written notice of intent to file a protest with the City Clerk's office within three (3) calendar days after notice of the city manager's written recommendation to the city commission for award of contract.

A notice of intent to file a protest is considered filed when received by the City Clerk's office.

Written Protest: A written protest based on any of the foregoing must be submitted to the City Clerk's office within five (5) calendar days after the date the notice of protest was filed. The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence. This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission at the time of filing the protest shall be permitted in the consideration of the written protest. A written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

A written protest is considered filed when received by the City Clerk's office.

Filing Fee: The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the bid or proposed contract, or \$2,500.00, whichever is less.

Compliance with filing requirements: Failure of a party to timely file either the notice of intent to file a protest or the written protest, or submit the filing fee, with the City Clerk's office within the time provided above shall constitute a forfeiture of such party's right to file a protest. The protesting party shall not be entitled to seek redress before the City Commission or seek judicial relief without first having followed the procedure set forth in this section.

3.8. Review of Responses for Responsiveness

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Response is one which meets the requirements of the RFP, is submitted in the format outlined in the RFP, is a timely submission, and has the appropriate signature as required on each document.

3.9. Collusion

The Proposer, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City Department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Responses where collusion may have occurred.

3.10. Sub-Contractor(s)

A Sub-Contractor is an individual or firm contracted by the Proposer(s) to assist in the performance of services required under this RFP. A Sub-Contractor shall be paid through Proposer(s) and not paid directly by the City. Sub-Contractors are allowed by the City in the performance of the services delineated within this RFP. Proposer(s) shall clearly reflect in its Response the major Sub-Contractor to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Contractor proposed prior to Agreement execution. Any and all liabilities regarding the use of a Sub-Contractor shall be borne solely by the Successful Proposer(s) and insurance for each Sub-Contractor must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Proposer(s) nor any of its Sub-Contractors are considered to be employees or agents of the City. Failure to list all major Sub-Contractors and provide the required information may disqualify any proposed Sub-Contractor from performing work under this RFP.

Proposer(s) shall include in their Responses the requested Sub-Contractor information and include all relevant information required of the Proposer(s).

3.11. Substitutions for Assigned Personnel

The City reserves the right to approve substitutions for assigned personnel proposed for this project. Substitutions may be allowed for staff turnover, sickness or other emergency situations.

3.12. Public Records

Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from Florida Statutes Section 119.07(1) until such time as the agency provides notice of a decision or intended decision or within 10 days after bid or proposal opening, whichever is earlier.



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

SECTION 4

Request for Proposal (RFP) No 2010.05.07

4.0: INDEMNIFICATION, HOLD HARMLESS & INSURANCE REQUIREMENTS

4.1 INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

To the fullest extent permitted by Laws and Regulations, the Respondent(s) who are awarded the bid shall indemnify and hold harmless the City and its consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and chares of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury and (b) is caused in whole or in part by any willful or negligent act or omission of Respondent, any subconsultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against the City or any of its consultants, agents, or employees by any employee of Respondent, and subconsultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Respondent or any such subconsultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 (Chapter 725), Florida Statutes.

4.2 INSURANCE REQUIREMENTS

4.2.1 GENERAL CONDITIONS

Pursuant to the City of Coral Gables Code, Section 2-1007, the Risk Management Division of the Human Resources Department has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill it obligations and responsibilities to the taxpayers and the public.

Consequently, prior to award and in any event prior to commencing work, the Contractor shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Division of Human Resources Department for review and approval.

All city solicitation and contract documents shall include insurance provisions approved by the Risk Management Division.

4.2.2 INSURER REQUIREMENTS

The Contractor and/or Vendor shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

4.2.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

4.2.3.1 Professional Liability Insurance with a limit of liability no less than \$5,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the PROFESSIONAL shall become legally obligated to pay as damages for claims arising out of the services performed by the PROFESSIONAL or any person employed in connection with this Agreement. This insurance shall be maintained for three (3) years after any WORK covered by this Agreement.

4.2.3.2 Workers' Compensation and Employers Liability Insurance covering all employees, subcontractors, and/or volunteers of the Contractor and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

4.2.3.2.1 Workers' Compensation - Coverage A
Statutory Limits (State of Florida or Federal Act)

4.2.3.2.2 Employers' Liability - Coverage B
\$1,000,000 Limit - Each Accident
\$1,000,000 Limit - Disease each Employee
\$1,000,000 Limit - Disease Policy Limit

4.2.3.3 Commercial General Liability Insurance written on an occurrence basis including, but not limited to; Coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

4.2.3.3.1 Each Occurrence Limit - \$1,000,000

4.2.3.3.2 Fire Damage Limit (Damage to rented premises) - \$100,000

4.2.3.3.3 Personal & Advertising Injury Limit - \$1,000,000

4.2.3.3.4 General Aggregate Limit - \$2,000,000

4.2.3.3.5 Products & Completed Operations Aggregate Limit - \$2,000,000

4.2.3.4 Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

4.2.3.4.1 Combined Single Limit (Each Accident) - \$1,000,000

4.2.3.4.2 Any Auto (Symbol 1)

4.2.3.4.3 Hired Autos (Symbol 8)

4.2.3.4.4 Non-Owned Autos (Symbol 9)

4.2.3.5 Property Insurance is required only when the contractor is in the care, custody or control of City owned property. Coverage will be provided for loss or damage by fire, lightning, windstorm and against loss or damage by all other risks (including transit) covered by the broadest Property Coverage Form commercially available, including the expense of the removal of debris of such property as a result of damage by an insured peril. The insurance shall be written on a replacement cost

basis, which is hereby defined as the cost of replacing the property insured without deduction for depreciation or wear and tear. Every attempt will be made to have coverage provided on an "Agreed Value" basis "Not subject to a Co-Insurance Clause" or the "Co-Insurance Clause" must be waived by endorsement and the limit of insurance must be for an amount equal to the total replacement cost of the property being insured. If the contract is related to construction, a Builders Risk policy and/or an Installation Floater may be required to meet the above requirements.

4.2.4 MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):

4.2.4.1 Workers Compensation

The standard form approved by the State of Jurisdiction

4.2.4.2 Commercial General Liability

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

4.2.4.3 Commercial Auto Liability

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

4.2.4.4 Property Insurance

As a minimum standard, the ISO (Insurance Services Office, Inc.) CP 0010 - Building and Personal Property Form along with the CP 1030 - Special Perils Coverage Form or their equivalents must be used.

4.2.5 REQUIRED ENDORSEMENTS

4.2.5.1 The following endorsements with City approved language

4.2.5.1.1 Additional insured status provided on a primary & non-contributory basis

4.2.5.1.2 Waiver of Subrogation

4.2.5.1.3 Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

CITY OF CORAL GABLES
RISK MANAGEMENT DIVISION
2801 SALZEDO STREET, SECOND FLOOR
CORAL GABLES, FL 33134

4.2.5.2 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City.

4.2.5.3 The City of Coral Gables shall be named as a Loss Payee and Additional Insured on all Property and/or Inland Marine Policies as their interest may appear.



4.2.6 HOW TO EVIDENCE COVERAGE TO THE CITY

4.2.6.1 The following documents must be provided to the City;

4.2.6.1.1 A Certificate of Insurance containing the following information:

- 4.2.6.1.1.1** Issued to entity contracting with the City
- 4.2.6.1.1.2** Evidencing the appropriate Coverage
- 4.2.6.1.1.3** Evidencing the required Limits of Liability required
- 4.2.6.1.1.4** Evidencing that coverage is currently in force
- 4.2.6.1.1.5** Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.

4.2.6.1.2 A copy of each endorsement that is required by the City

4.2.6.2 All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf

4.2.6.3 The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.

4.2.6.4 The city reserves the right to require additional insurance requirements at any time during the course of the agreement.

4.2.7 WAIVER OF INSURANCE REQUIREMENTS

Should a Respondent not be able to comply with any insurance requirement, for any reason, the respondent must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested waiver will be evaluated by the Risk Management Division. The Risk Management Division will approve or reject the requested waiver of insurance and will forward the waiver to the City Attorney's Office for further evaluation.

Respondents are encouraged review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability that must be obtained.



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION
Tel: 305-460-5121, Fax: 305-460-5116

SECTION 5

Request for Proposal (RFP) No 2010.05.07

5.0: EVALUATION / SELECTION PROCESS

5.1. Evaluation Procedures

The Chief Procurement Officer and the City's Security Consultant shall review all proposals submitted for compliance, the Selection Committee will evaluate each proposal. The evaluation will consist of, but not limited to, a Contractor's willingness and ability to provide all the services requested under the conditions stated in this Request for Proposal (RFP).

The Chief Procurement Officer and the City's Security Consultant will also evaluate the Proposer(s)' professional references, company resources, including personnel and equipment, ability to respond to requests, including missed commitments, response time, emergencies, cost of services, business history with the City, if any, as well as with all other public or private entities; and the required licenses and insurance.

The City of Coral Gables personnel may inspect other facilities to verify whether the Proposer possesses adequate equipment, repair facilities and personnel to satisfy the requirements of the Proposal. The City of Coral Gables shall be the sole judge in determining Proposer qualifications.

As part of the evaluation process, the City may conduct background investigations of Proposer, its officials and employees, including a record check by or directed by the City of Coral Gables Police Department FDLE. Proposer submission of Proposal constitutes acknowledgement of the process and consent to such investigation.

5.2. Method of Selection/Selection Criteria

After Proposals are opened in the Procurement Division Office, proposals will be evaluated and one or more of the Proposers deemed responsible and responsive may be granted an interview with a selection committee comprised of members of the Insurance Advisory Board. Upon the completion of the review and interviews, if any, the Chief Procurement Officer or designee(s) shall make a recommendation to the City Manager for City Commission approval.

Upon approval of the City Commission, when applicable, a Contract shall be awarded to one or more proposer deemed the most responsible, responsive Proposer meeting all specifications, and not necessarily to the lowest Proposer. Should the award be made to the lowest Proposer, the City will strictly enforce all the Provisions of the resulting Contract, including penalty clauses for any service or quality problems. The Contractor shall not be permitted rate increases as a result of a low Proposal. Non-performance shall result in cancellation of the contract with the Proposer.

5.3. Evaluation Criteria

The evaluation will consist of points to show how the contractor complies and fulfills each criterion listed below:

Category		Points
1	Contractor's qualifications, including licenses.	10
2	Contractor's resources (labor and equipment)	15
3	Contractors ability to perform and verifiable experience in each area or type of services listed in the scope of work.	20
4	Contractor's years in business, present & past history dealing with the City.	10
5	Contractors References	10
6	Contractor's price	20
7	Contractor's ability to respond to requests (emergency & non-emergency).	15

Each proposal's cost of service shall be evaluated on two categories: basic services and additional requested work. Data from the City's repair cost histories may be used in conjunction with the proposed rate to derive a proposal's anticipated cost.

The City and the successful Proposer shall execute a contract ("agreement") within thirty (30) days after Notification of Award. However, the Agreement must be executed no later than one hundred twenty (120) days, based upon the requirements set forth in the RFP through action taken by the City Commission at a duly authorized meeting. If the Proposer first awarded the Contract fails to enter into the contract as herein provided, the award may be declared null and void, and the Contract awarded to the next most responsible, responsive Proposer, or re-advertised, as determined by the City.



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

SECTION 6

Request for Proposal (RFP) No 2010.05.07

6.0: RFP RESPONSE FORMS

SUBMITTED TO:

City of Coral Gables
Office of the Chief Procurement Officer
2800 SW 72 Avenue
Miami, Florida 33155

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the Proposal and Contract Documents for the Contract price and within the Contract time indicated in the Proposal and in accordance with the Other terms and conditions of the proposal and Contract Documents.
2. Proposer accepts and hereby incorporates by reference in this Proposal Response Form all of the terms and conditions of the Request for Proposal.
3. Proposer proposes to furnish all labor, services and supervision for the work described in this Request for Proposal.
4. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Request for Proposal:

Addendum No. 1 Date 6/3/2010 Initials BM TH

Addendum No. 2 Date 6/18/10 Initials BM TH

Addendum No. _____ Date _____ Initials _____

No addendum was received _____ Date _____ Initials _____

5. Proposer accepts the provisions of the Contract as to penalties in the event of failure to provide services as indicated.
6. Proposers correct legal name: Bright Line Inc DBA Benham Protective Services
Address: 10220 NW 50th St.
City/State/Zip: Sunrise, FL 33351
Telephone No./Fax No.: 954-578-1990
Social Security or Federal I.D. No.: 650884980
Officer signing Proposals: Tim Hanlon Title: President

STATEMENT OF NO BID

N/A

NOTE: If you do not intend to submit a Response on this commodity or service, please return this form in the bid envelope on or before bid opening. Failure to submit a response after three (3) times without a sufficient justification of "No Bid" will be cause for removal from the vendor/bidder's list.

City of Coral Gables
Procurement Division
2800 S.W. 72nd Avenue
Miami, FL 33155

We, the undersigned, have declined to submit a bid on your **RFP 2010.05.07 – Security System Services - Citywide.**

- ☐ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
☐ Insufficient time to respond to the Invitation for Bid.
☐ We do not offer this product or service.
☐ Our schedule would not permit us to perform.
☐ We are unable to meet specifications.
☐ We are unable to meet bond requirements.
☐ Specifications are unclear (explain below).
☐ We are unable to meet insurance requirements.
☐ Remove us from your bidders' list for this commodity or service.
☐ Other (specify below).

Remarks: _____

We understand that if this statement is not completed and returned, our company may be deleted from the City of Coral Gables bidders' list for this commodity or service.

Company Name: N/A

Signature: _____

Title: _____

Telephone: _____

Date: _____



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION
Tel: 305-460-5121, Fax: 305-460-5116

SECTION 7

Request for Proposal (RFP) No 201.05.07

7.0: PROPOSAL PRICING SCHEDULE

7.1 PROPOSAL PRICING SCHEDULE FORM

Failure to provide all requested documentation in a sealed envelope may deem the proposal non-responsive. Proposers should carefully follow the instructions outlined below, particularly with respect to the format and number of pages allotted to each topic, if applicable. Failure to follow these instructions may be considered grounds for excluding a proposal from further consideration.

Proposer shall submit a Proposal expressing its interest in providing the services described herein. To receive consideration, this Request for Proposal must be submitted in its entirety, with all forms executed. Proposals must be typed or printed in blue ink. Use of erasable ink is not permitted. All corrections to prices made by the Proposer must be initialed. Any additional information to be submitted as part of the Proposal may be attached behind the Proposal Pricing Schedule Form. Failure to submit this form in a separate sealed envelope may deem your Proposal non-responsive. Additional information shall be attached behind this form, carefully cross-referencing each item number and/or letter.

PROPOSERS NAME: Benham Protective Services

CONTACT NAME / TITLE: Tim Hanlon

SIGNATURE: [Signature] DATE: 6/22/10

ADDRESS: 10220 NW 50th St.

TELEPHONE 954 578-1990 FACSIMILE 954 578-1810 EMAIL: Tim@BenhamSecurity.com

PROPOSAL PRICING SCHEDULE

See forms attached...

SECURITY SYSTEMS - CITYWIDE
Proposed Rate for Labor and Materials

Proposal Pricing Schedule

The Contractor shall indicate the specific amount for each type of service(s), as indicated below. Materials are to be at cost with the proposed mark-up for profit or handling (these charges to shall be based on a percentage).

<u>LABOR CHARGES-HOURLY RATES</u>	<u>REGULAR</u>	<u>OVERTIME</u> <u>TIME</u>
▪ Head-End Work (CPU, Software, etc.) Technician	<u>\$65</u>	<u>\$97.50</u>
▪ Field Service (Non-Head-End) Technician	<u>\$65</u>	<u>\$97.50</u>
▪ Installation Work/New Work Technician/Installer	<u>\$65</u>	<u>\$97.50</u>
▪ Subcontractor	<u>NA 0</u>	<u>NA 0</u>
▪ Travel Charges <i>(If travel charges are applied, how they are calculated, e.g., portal to portal, etc.)</i>	<u>NA 0</u>	<u>NA 0</u>

GUARANTEED RESPONSE TIME: (Technician Physically On-Site)

- Normal Business Hours – Three (3) Hours
- After Normal Business Hours (Non-Holiday) – Four (4) Hours
- Holidays – Four (4) Hours

MATERIALS/PARTS:

- | | |
|-----------------------------|---|
| 1. Access Control Equipment | (a) <u>20</u> % discount: vendor receives from manufacturer |
| | (b) <u>10</u> % discount: given to Owner |
| 2. CCTV | (a) <u>25</u> % discount: vendor receives from manufacturer |
| | (b) <u>15</u> % discount: given to Owner |
| 3. Alarm Equipment | (a) <u>30</u> % discount: vendor receives from manufacturer |
| | (b) <u>20</u> % discount: given to Owner |
| 4. Other () | (a) <u>NA</u> % discount: vendor receives from manufacturer |
| | (b) <u>NA</u> % discount: given to Owner |

Note: A % must be written on both (a) & (b) lines. If not applicable, must type N/A.

SYSTEM TECHNICIANS

Contractor shall provide the names of all technicians who are certified by the manufacturer to perform installation, preventative maintenance, and diagnostic and field trouble-shooting services on the proposed system, and who contractor proposes to utilize in conjunction with this project. Copy of certification or a notarized letter from the manufacturer(s) shall be submitted herewith.

TECHNICIAN'S NAME	SYSTEMS CERTIFIED ON (LIST EACH)	DATE OF MOST RECENT CERTIFICATION
LUIS LOPEZ	C-CURE	2004
↓	DEDICATED MICROS	2003
	AMERICAN DYNAMICS	1999
	MOBOTIX	2010
	MARCH NETWORKS	
BARRY SHAW	VICON	'90's
↓	MILOSTONE	2010
	GYRR	1998
	MARCH NETWORKS	2008
	SCNP	
TIMOTHY HANLON	C-CURE	2007
↓	IDENTA-CARD	2007
	MARCH NETWORKS	2008
	MOBOTIX	2010
ROBIN ISIDORE	BASA / FASA	CURRENT
WILLIE FLIETES	BASA / FASA	CURRENT

CITY OF CORAL GABLES, FL
FINANCE DEPARTMENT / PROCUREMENT DIVISION

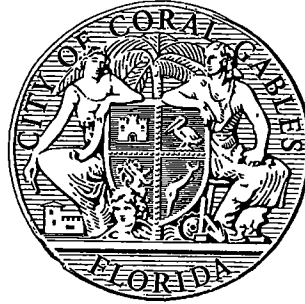
405 Biltmore Way – Coral Gables, FL 33134

City Commission

Don Slesnick II, Mayor
William H. Kerdyk, Jr., Vice Mayor
Maria Anderson, Commissioner
Rafael “Ralph” Cabrera, Commissioner
Wayne “Chip” Withers, Commissioner

City Administration

Patrick G. Salerno, City Manager
Elizabeth M. Hernandez, City Attorney
Walter Foeman, City Clerk



RFP No. 2010.05.07

**SECURITY SYSTEM SERVICES
CITYWIDE**

PROCUREMENT/CONTRACT TEAM

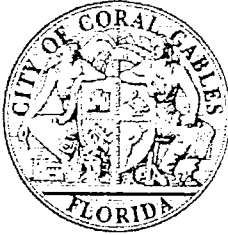
2800 SW 72nd Avenue – Miami, FL 33155
Michael P. Pounds, Chief Procurement Officer
Joe V. Rodriguez, CPPB, FCCM, Contract Specialist
Margie Gomez, Contract Specialist

Joe V. Rodriguez, CPPB, FCCM, Contract Specialist Assigned to RFP
Telephone: 305-460-5121 / Facsimile: 305-460-5116
contracts@coralgables.com

May 2010

ATTACHMENT “A” FORMS

Proposer shall prepare and submit these forms as part of its response, preferably signed in blue ink, one (1) original and five (5) copies.



REQUEST FOR PROPOSAL

**RFP # 2010.05.07
Security System Services**

ADDENDUM No. 1
Issued Date: June 3rd, 2010

Under RFP 2010.05.07 "Security Systems Services – Citywide" a walk-thru is schedule as follows;

Meet at: **City of Coral Gables
Public Works Facility Building
2800 SW 72nd Avenue
Miami, FL 33155**

Time: **Monday, June 7, 2010 at 10am (Front Lobby)**

The walk-thru will be through all the different city owned buildings where security access is required and CCTV services are provided. It is very important that you send someone on your behalf if you are unable to participate on this walk-thru.

This addendum shall be acknowledged in Section 6.0 RFP Addendum and Response Forms. All other terms and conditions of this RFP shall remain in full force and effect.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael P. Pounds".

**Michael P. Pounds
Chief Procurement Officer**

CITY OF CORAL GABLES

PROPOSER QUALIFICATIONS STATEMENT

This questionnaire is to be submitted to the City of Coral Gables Procurement Division by the Proposer, along with the Proposal being submitted for the goods and/or services required by the City of Coral Gables. Do not leave any questions unanswered. When the question does not apply, write the word(s) "None" or "Not Applicable", as appropriate. Failure to complete this form, when applicable, may disqualify Proposal.

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

PROPOSERS NAME: Benham Protective Services

CONTACT NAME: Tim Hanlon

TITLE: President

ADDRESS: 10220 NW 50th Street
Sunrise, FL 33351

TELEPHONE 954.578.1990 FACSIMILE 954.578.1810

EMAIL: Brian @ Benham Security.com

FEDERAL EMPLOYER ID NO: 105.0884980

MARK ONE: CORPORATION ☒ PARTNERSHIP ☐ INDIVIDUAL ☐ OTHER ☐

List all current licenses held and provide copies

(a) STATE OF FLORIDA EF00000051

(b) MIAMI DADE COUNTY N/A

(c) CITY OF CORAL GABLES MUNICIPAL LICENSE N/A

(d) OTHERS N/A

1. State the true, exact, correct and complete name of the partnership, corporation, and trade of fictitious name in which business is transacted and the address of the place of business.

Proposers Name: Bright Line Inc. DBA Benham Protective Services

The address of the principal place of business is: 10220 NW 50th
Sunrise FL 33351

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: MAR 1998
- b. State of Incorporation: Florida
- c. President's: Tim Hanlon
- d. Vice President's: _____
- e. Secretary: _____
- f. Treasurer: _____
- g. Name and address of Resident Agent: Veddy Vilma
10220 NW 50th Street
Sunrise, FL 33351
Telephone: 954-578-1990 Facsimile: 954-578-1810
Email: Vilma @ Benham Security.com

3. If Proposer is an individual or a partnership, answer the following:

- a. Date of organization: N/A
- b. Name, address and ownership units of all partners:
N/A

c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals and their titles:

N/A

5. Are any of the principals of this company employed by the City of Coral Gables? If so, please disclose their names below:

NO

6. If Proposer is operating under a fictitious name, submit evidence of compliance with Florida Fictitious Name Statute.
7. How many years has organization been in business under present business name?

17 years in '93' changed from Benham Industries to
a. Under what other former names has organization operated? Benham Protective Service

Benham Industries
now - Brightline DBA - Benham Protective Services.

8. Indicate registration, license numbers or certificate numbers for the business or professions which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

Certificate # 16-8012177413-3

Comrad, Alan K

Bright Line Inc.

9. Have you personally inspected the site of the proposed work?
(Y) X (N) _____
10. Do you have a complete set of documents, including drawings and addenda?
(Y) X (N) _____
11. Did you attend the Pre-Proposal Conference if any such conference was held?
(Y) X (N) _____

12. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
(Please provide the name and contact information of the entity which was involved)

NO

- a Has any other entity held you in default of a contract? If so, which entity? Please provide the name and number of the contact.

NO

13. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided. (Governments are preferred as references.)

Sgt. Rick LACERRA BSO 5399 Dixie Hwy 954-214-7152
(name) (address) (phone number)

CHIEF John BUKATA BSO 8969 NW 51st Pl. 954-931-3475
(name) (address) (phone number)

CAPT. Jim EYKOR 2801 Coral Springs Dr. 954-914-9263
(name) (address) (phone number)

14. State the name of individual who will have personal supervision of the work:

Project Manager Name: Luis LOPEZ (26 years with Benham)

Title: SENIOR TECHNICIAN

Telephone: 954-578-1990 Facsimile: 954-578-1810

Email address: Service @ Benham Security.com

Provide the following information regarding your Insurance Requirements:

- a. Name of Insurance Carrier: Fupa
- b. Type of Coverage: General Liability, Workmans Comp, Auto Liability
- c. Limits of Liability: 2,000,000
- d. Coverage/Policy Dates: 1/13/2010 - 1/13/2011
- e. Name of Insurance Agent(s): Rick Redish
- f. Agent(s) telephone including area code: 863-983-3133

15. Has your insurance coverage ever been cancelled for non-payment of insurance premiums? NO

16. Has your insurance coverage ever been cancelled for any other reason? NO

If so, what was the reason? NA

17. **Experience Record:** List past and/or present contracts, work, and jobs, that PROPOSER has performed of a type similar to what is required by specifications of the City's Proposal:

FIRM NAME/ADDRESS	DATE OF JOB	DESCRIPTION OF JOB
Kids in Distress	'95	Access Control/CCTV/ Multiple Multiple Buildings Fire
Carnival Cruise Lines	05 - Present	50 ships with CCTV
Royal Caribbean	04 - Present	CCTV, Access Control/ 47 ships
City of Oakland Pk	07	Police HQ, Public Safety Bldg "Access, CCTV, Burg., Fire

18. State whether you or any officers of your company have been involved in any claims or litigation in the last five (5) years in any way relating to or arising from your gymnastics services business and provide detail as to the cause and outcome (judgments and settlements) of those claims or litigation, whether it is the present company, a predecessor or related company.

NO

19. **References:** List references that may be contacted to ascertain experience and ability of Proposer. Provide a minimum of three (3) references including **COMPANY NAME, ADDRESS, CONTACT PERSON, TELEPHONE, FACSIMILE AND EMAIL ADDRESS:**

Westbird / Buddy Litowitz / 305-552-5775 / 305-220-1711 / Buddn1k@aol.com
Broward Sheriff Office / Chief John Bukata / 954-630-4484 / 954-229-0422
Celebrity Cruise Lines / Geoff Burliton / 305-982-4981 / 305-982-2932
BSO Fleet Control / Michael Cahill / 954-931-9386 / 6 Burliton@rcc.com

20. Provide any additional information as to qualifications and/or experience, attach documentation to this form.

~~NO/NA~~ On going work with City of Oakland Park
(Access Control, CCTV, Fire) 13 Buildings 4 city Parks

Signed: _____

Title: President

Type Name: _____

Tim Hanlon

Company: _____

Benham Security

Date: _____

6/21/10

Signature of Company Owner

STATE OF _____

Florida

COUNTY OF _____

Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority _____

Tim Hanlon

(Name of individual signing)

Who, after being sworn by me, affixed signature in the space provided above on this

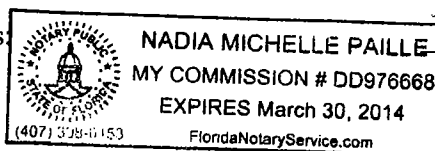
22

date of

June

, 20 10

Commission expires _____



Notary Public

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Bright Line Inc DBA Benham Protective Services
[print name of the public entity]

by Tim Hanlon "President"
[print individual's name and title]

for Bright Line Inc DBA Benham Protective Services
[print name of entity submitting sworn statement]

Whose business address is:

10220 NW 50th Street
Sunrise, FL 33351

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0884980

If the entity has no FEIN, include the Social Security Number of the individual signing this

sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or

services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

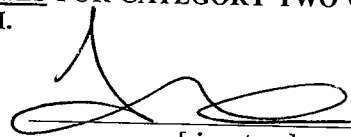
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

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

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

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

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


[signature]

Sworn to and subscribed before me this 22nd day of June, 2010.

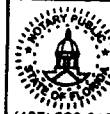
Personally known ☒

OR Produced identification ☐

(Type of identification)

Notary Public - State of Florida

My commission expires



NADIA MICHELLE PAILLE
MY COMMISSION # DD976668
EXPIRES March 30, 2014

(407) 398-0153 FloridaNotaryService.com
(Printed, typed, or stamped commissioned name of notary public)

CONE OF SILENCE (Revised 11-17-2009)

Sec. 2-1059. Cone of silence; contracts for the provision of goods and services.

The requirements of section 2-11.1(t) ("Cone of Silence Ordinances") of the Code of Miami-Dade County, Florida, as amended, shall not be applicable to the City of Coral Gables.

- (1) *Purpose and intent.* It is the intent of this article to prevent city commissioners, potential vendors, bidders, offerors or service providers from communicating with city department directors, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed on the request for proposals (RFP), request for qualifications (RFQ), or invitations for bids (IFB).
- (2) *Cone of silence* is defined to mean a prohibition on:
 - a. Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department directors, their staff, selection committee or evaluation committee members;
 - b. Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) or any other advertised solicitation between the city commissioners and city department directors, the city departments' staff, selection committee or evaluation committee members.
- (3) *Applicability.*
 - a. The cone of silence shall be applicable only to contracts for the provision of supplies, services and construction for amounts greater than \$25,000.00.
 - b. The cone of silence shall not apply to:
 1. Informal bids as defined in the procurement code;
 2. Emergency purchases of supplies, services or construction;
 3. Duly noticed pre-bid or pre-proposal conferences;
 4. Duly noticed site visits;
 5. Sole source procurements;
 6. Bid waivers;
 7. Oral presentations during duly noticed meetings;
 8. Competitive negotiations;
 9. Public presentations made to the city commission during any duly noticed public meeting;
 10. Contract negotiations and electronic commerce;
 11. Inquiries by the city commissioners or third parties to the city manager or assistant city managers to determine responsibility or responsiveness of bidders/offerors regarding a particular solicitation, or with regard to the process;
 12. Written communications with the chief procurement officer or staff responsible for administering the procurement process for a particular solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation;
 13. Communications with the city attorney, city manager or chief procurement officer;
 14. Communications between a city commissioner, the city manager, assistant city managers, the city clerk and the city attorney;
 15. Communications between a city commissioner, the city manager, assistant city managers, the city clerk, the city attorney and potential offerors, vendors, service providers, lobbyists or consultants;

(4) *Procedure.*

- a. *Imposition.* A cone of silence shall be imposed upon each request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) and any other solicitation when advertised. At the time of imposition of the cone of silence, the city manager shall provide public notice of the cone of silence and shall advise the affected department(s) in writing. The affected departments includes, but is not limited to, selection committee members, user departments, department directors, city attorney, city manager, assistant city manager(s), and the city commission.
- b. *Termination.* Except as otherwise provided herein, the cone of silence shall terminate at the time of the city manager's approval of the award, or the city manager's written recommendation to the city commission, as may be applicable, is received by the city clerk, or at such time that bids or proposals are rejected by the city commission or the city manager; provided, however, that if the commission refers the city manager's recommendation back to the city manager or staff for further review, the cone of silence shall be re-imposed until such time as the city manager's subsequent written recommendation is received by the city clerk.

- (5) *Penalties.* Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission. In addition to any other penalty provided by law, violation of any provision of this ordinance by a city employee shall subject said employee to disciplinary action up to and including dismissal. Any person who violates a provision of this ordinance shall be prohibited from serving on a city competitive selection or evaluation committee unless such appointment is approved by a four-fifths vote of the city commission. A violation of this section by a particular bidder, offeror, lobbyist or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.

Proposer must complete, sign, and enclose Cone of Silence document, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED: _____

Please sign and type or Print Name:

Timothy Hanson

TITLE: PRESIDENT

COMPANY: _____

BENHAM SECURITY

DATE: 6/21/10

CODE OF ETHICS AND CONFLICT OF INTEREST

Sec. 2-1055. Ethics

Any attempt by city employees to realize personal gain by conduct inconsistent with proper discharge of their duties is a breach of public trust. Any effort to influence any public employee to breach the standards of ethical conduct set forth in this division is also a breach of ethical standards. The provisions of city ordinances, county ordinances, and state statutes shall be strictly enforced to preserve the public trust.

Sec. 2-1056. Prohibition on transacting business with the city

No commissioner, appointed official, member of an advisory board or committee, member of a quasi-judicial board or committee, or employee shall enter into any contract or transact any business in which that person or a member of the immediate family has a financial interest, direct or indirect with the board or committee of the City of Coral Gables on which that person serves, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Willful violations of this subsection shall constitute malfeasance in office and shall affect forfeiture of office or position. Nothing in this subsection shall prohibit or make illegal (1) the payment of taxes, special assessments or fees for services provided by the city government; (2) the purchase of bonds, anticipation notes or other securities that may be issued by the city through underwriters or directly from time to time. This provision shall not apply to boards and committees which have been exempted by the city commission from the requirement of the city's ethic code.

(1) *Waiver of prohibition.* The requirements of this subsection may be waived for a particular transaction only by four affirmative votes of the city commission after public hearing upon finding that:

- a. An open-to-all sealed competitive proposal has been submitted by the offeror; or
- b. The proposal has been submitted by a person or firm offering services within the scope of the practice of architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida and pursuant to the provisions of the Consultants' Competitive Negotiation Act, and when the proposal has been submitted by an offeror defined above; or
- c. The property or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property or services without entering a transaction which would violate this subsection but for waiver of its requirements; or
- d. That the property or services to be involved in the proposed transaction are being offered to the city at a cost of no more than 80 percent of fair market value based on a certified appraisal paid for by the offeror; and
- e. That the proposed transaction will be in the best interest of the city. Such findings shall be spread on the minutes of the commission. This subsection shall be applicable only to prospective transactions, and the city commission may in no case ratify a transaction entered in violation of this subsection.

(2) *Provisions cumulative.* This subsection shall be taken to be cumulative and shall not be construed to amend or repeal any other law pertaining to the same subject matter.

Sec. 2-1057. Further prohibition on transacting business with the city

No commissioner, appointed official, member of an advisory board or committee, member of a quasi-judicial board or committee, or employee shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which that person or any member of the immediate family has a controlling financial interest, direct or indirect, with the city board or committee on which they serve, or with any person or agency acting for the city board or committee, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Waiver of this section may only be obtained by following the provisions of section 2-1056.

Additionally, no commission member shall vote on or participate in any way in any matter presented to the city commission if that person has any of the following relationships with any persons or entities which would be or might be directly or indirectly affected by any action of the city commission: (i) officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary; or (ii) stockholder, bondholder, debtor, or creditor, if in any instance the transaction or matter would affect the commission member in a manner distinct from the manner in which it would affect the public generally. Any commission member

who has any of the specified relationships or who would or might, directly or indirectly, realize a profit by the action of the city commission shall not vote on or participate in any way in the matter.

Sec. 2-1058. Compulsory disclosure by employees of firms doing business with the city

Should any commissioner, appointed official, member of an advisory board or committee, member of a quasi-judicial board or committee, or employee be employed, by a corporation, firm, partnership or business entity in which that person or the immediate family does not have a controlling financial interest, and should the corporation, firm, partnership or business entity have substantial business commitments to or from the city or any city agency, or be subject to direct regulation by the city or a city agency, then the person shall file a sworn statement disclosing such employment and interest with the clerk of the City within 15 days after the person has actual or constructive notice of the relationship.

Proposer must complete, sign, and enclose Conflict of Interest and Code of Ethics documents, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED: _____

Please sign and type or Print Name:

Timothy HANCOX

TITLE: PRESIDENT

COMPANY: BENHAM SECURITY

DATE: 6/21/10

FORMAL SOLICITATIONS PROTEST PROCEDURES

Sec. 2-950. Resolution of protested solicitations and awards—Formal.

- (a) *Right to protest on solicitations.* The following procedures shall be used for resolution of protested solicitations.
- (b) *Protest of solicitation.* Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the formal solicitation of a contract or who intends to contest bid specifications or a bid solicitation may file a written notice of intent to file a protest with the city clerk's office within three calendar days prior to the date set for opening of bids or receipt of proposals. A notice of intent to file a protest is considered filed when received by the city clerk's office.
- (c) *Protest of award.* Any actual responsive and responsible bidder whose bid is lower than that of the recommended bidder or an offeror who perceives itself aggrieved in connection with the recommended award of contract may file a written notice of intent to file a protest with the city clerk's office within three calendar days after notice of the city manager's written recommendation to the city commission for award of contract. A notice of intent to file a protest is considered filed when received by the city clerk's office.
- (d) *Contents of protest.* A written protest based on any of the foregoing must be submitted to the city clerk's office within five calendar days after the date the notice of protest was filed. A written protest is considered filed when received by the city clerk's office. The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence and shall be accompanied by the required filing fee as provided in subsection (h) below. This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission at the time of filing the protest shall be permitted in the consideration of the written protest.
- (e) *Computation of time.* No time will be added to the above time limits for service by mail. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday in which event the period shall run until the next day which is not a Saturday, Sunday or legal holiday.
- (f) *Challenges.* The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.
- (g) *Authority to resolve protests.* The chief procurement officer, after consultation with the city attorney, shall issue a written recommendation within ten calendar days after receipt of the written protest. Said recommendation shall be sent to the city manager with a copy to the protesting party. The city manager may then either resolve the protest or reject all proposals. **On any protest on a contract for supplies and services not exceeding \$100,000.00 or a contract for construction not exceeding \$25,000.00 the city manager as authorized in Section 2-651 shall have sole authority to resolve in the best interests of the City. Otherwise, the city manager shall submit a recommendation to the city commission for approval or disapproval thereof.** A protest of an award of a contract by the city commission may be filed with the circuit court pursuant to the Florida Rules of Appellate Procedure.
- (h) *Stay of procurement during protests.* Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the city manager or the city commission as provided in subsection (f) above, unless the city manager, after consultation with the head of the user department, the chief procurement officer, and the city attorney, makes a written determination that the solicitation process or the contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare and protect substantial interests of the city.
- (i) *Costs.* All costs accruing from a protest shall be assumed by the protestor.
- (j) *Filing fee.* The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the bid or proposed contract, or \$2,500.00, whichever is less. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the

administrative proceedings. If the protest is upheld by the city, the filing fee shall be refunded to the protestor less any costs assessed under subsection (i) above.

- (k) *Compliance with filing requirements.* Failure of a party to timely file either the notice of intent to file a protest or the written protest, or submit the filing fee, with the city clerk's office within the time provided in subsections (a), (b) and/or (c), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek redress before the city commission or seek judicial relief without first having followed the procedure set forth in this section.

Proposer must complete, sign, and enclose Formal Solicitations Protest Procedures documents, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED: _____

Please sign and type or Print Name:

Timothy HANLON

TITLE: PRESIDENT

COMPANY: BENHAM SECURITY

DATE: 6/21/10

**CITY OF CORAL GABLES
AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

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

This sworn statement is submitted to BrightLine Inc. DBA Benham Protective Services
(print name of public entity)

by Tim Hanlon "President"
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is: 10220 NW 50th St.
Sunrise, FL 33351

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0884980
(If the entity has not FEIN, include Social Security Number of the individual signing this sworn statement:

_____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

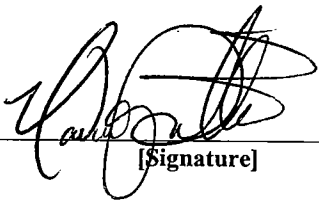
The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

**CITY OF CORAL GABLES
AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

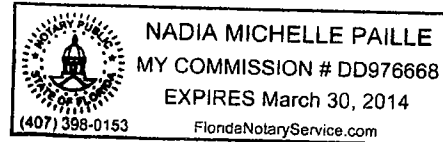
Sworn to and subscribed before me this 22nd day of June, 2010
[Signature] 
Personally known ☒

or produced identification:

[Type of Identification]

Notary Public, State of Florida

My Commission Expires _____



[Printed, typed or stamped
commissioned name of
Notary Public]

CERTIFIED RESOLUTION

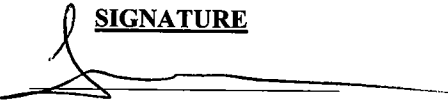
I, Vilma Vedda, duly elected Secretary of Bright Line Inc. Benham Security, a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of said corporation at a meeting held in accordance with law and the by-laws of said corporation.

IT IS HEREBY RESOLVED that Tim Hanlon (insert name), the duly elected President (insert title of officer) of Benham Security submit a Proposal and Bid Bond, if such bond is required, to the City of Coral Gables and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Proposal, Bid Bond and other such instruments signed shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Coral Gables shall be fully protected in relying on such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring the signature of any person so certified or for refusing to honor any signature not so certified.

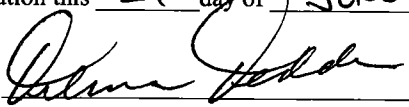
I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the names, titles and official signatures of those persons authorized to act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Timothy HANLON</u>	<u>PRESIDENT</u>	
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of said corporation this 21 day of JUNE, 20 10

(SEAL)

By: , Secretary

BRIGHTLINE INC. DBA
BENHAM SECURITY
Name of Corporation

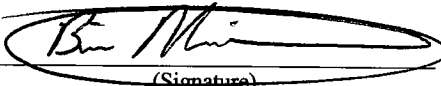
NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral Gables that the person signing the Proposal and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

Signed, sealed and deliver in the presence of:

Brian Messier
Witness

By:


(Signature)

Witness

Brian Messier
(Print Name)

N/A

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (904) 488-9000 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
- _____ (a) Maintaining, defending, or settling any proceeding.
 - _____ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - _____ (c) Maintaining bank accounts.
 - _____ (d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
 - _____ (e) Selling through independent contractors.
 - _____ (f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - _____ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - _____ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - _____ (i) Transacting business in interstate commerce.
 - _____ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - _____ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - _____ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - _____ (m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is **NOT** a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
- (II) _____ Sole Proprietorship or Self Employed

NOTE: This sheet **MUST** be enclosed with your Proposal if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

PROPOSER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OR PROPOSER

Offeror's Certification

WHEN OFFERER IS A PARTNERSHIP

N/A

IN WITNESS WHEREOF, the Offerer hereto has executed this Proposal Form this ____ day of _____, 20 ____.

Print Name of Partnership

By: _____
Signature of General or Managing Partner

Witness

Print Name of Partner

Witness

Business Address

City/State/Zip

Business Telephone Number

State of Registration

State of Florida

County of _____

On this ____ day of _____, 20 __, before me, the undersigned Notary Public of the State of Florida,
personally appeared _____ as whose name(s) is/are Subscribe
(Name(s) of individual(s) who appeared before notary)
to the within instrument, and he/she/they acknowledged that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

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

Personally known to me or
Produced identification:

(Type of Identification Produced)

DID take an oath, or **DID NOT** take an oath

Offeror's Certification

WHEN OFFERER IS A CORPORATION

IN WITNESS WHEREOF, the Offerer hereto has executed this Proposal Form this 21 day of JUNE, 2010.

BRIGHTLINE INC.

Print Name of Corporation

FLORIDA

Print State of Incorporation

(CORPORATE SEAL)

By: [Signature]

Signature of President /other Authorized Officer

Timothy Hanlon

Print Name of President/other Authorized Officer

10220 NW 50 ST

Address of Corporation

SUNRISE / FL / 33312

City/State/Zip

By: _____
Secretary

954-578-1990

Business Telephone Number

On this 20 day of JUNE, 2010, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledge by

Tim Hanlon - President

(Name of Corporate Officer(s) and Title(s))

of Brightline Inc. Florida

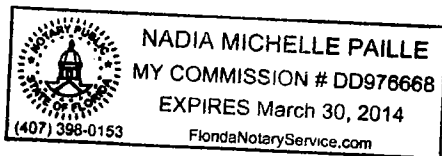
(Name of Corporation and State of Place of Incorporation)

on behalf of the Corporation.

WITNESS my hand
and official seal

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:



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

Personally known to me, or
Produced identification:

(Type of Identification Produced)

DID take an oath, or DID NOT did not take an oath

NA

Offeror's Certification

**WHEN OFFERER IS A SOLE PROPRIETORSHIP OR
OPERATES UNDER A FICTITIOUS OR TRADE NAME**

IN WITNESS WHEREOF, the Offerer here to has executed this Proposal Form this ____ day of _____, 20 ____.

Print Name of Firm

By: _____
Signature of Owner

Witness

Print Name of Individual

Witness

Business Address

City/State/Zip

Business Telephone Number

State of Florida

County of _____

On this ____ day of _____, 20____, before me, the undersigned Notary Public of the

State of Florida, personally appeared _____

(Name(s) of individuals(s) who appeared before notary)

and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledged that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

**NOTARY PUBLIC
SEAL OF OFFICE:**

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

Personally known to me, or
Produced identification:

(Type of Identification Produced)

DID take an oath, or **DID NOT** did not take an oath

NON-COLLUSION AFFIDAVIT

State of FLORIDA

County of ESCONADO

)ss.

Tim Henlon being first duly sworn,
deposes
and says that:

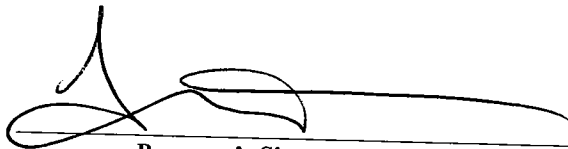
- (1) Affiant is the Officer / President
(Owner, Partner, Officer, Representative or Agent) of
BENHAM SECURITY the Proposer that has submitted the
attached Proposal;
- (2) Affiant is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor and of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or firm, or person to submit a collusive or sham Proposal in connection with the work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

DRUG-FREE WORK PLACE FORM

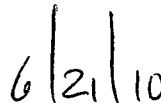
The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Brightline Inc.
does: (Name of Business)

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

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

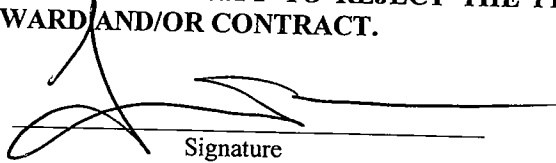


Proposer's Signature



Date

I CERTIFY THAT I AM AUTHORIZED TO EXECUTE THIS QUALIFICATION STATEMENT ON BEHALF OF THE APPLICANT. THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATION STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDED THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE CITY TO REJECT THE PROPOSAL, AND IF, AFTER TERMINATE THE AWARD/AND/OR CONTRACT.


Signature

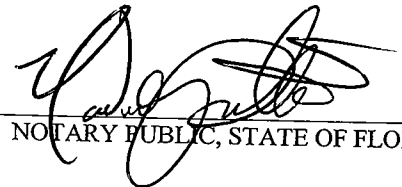
State of Florida

County of SEWARD

On this the 22nd day of June, 2010, before me, the undersigned Notary Public of the State of Florida, personally appeared Tim Stanton and whose name(s) is/are subscribes to the within instrument, and acknowledge it's execution.



NOTARY PUBLIC
SEAL OF OFFICE:


NOTARY PUBLIC, STATE OF FLORIDA

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

Personally known to me, or
Produced identification:

(Type of Identification Produced)

**CITY OF CORAL GABLES
LOBBYIST – ISSUE APPLICATION**

HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR STATE PURPOSE?

CITY OFFICIALS: Mayor, City Commissioners, City Attorney, City Manager, Assistant City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Building and Zoning Inspectors, Board, or Committee Members.

FOR THIS PURPOSE: To encourage the passage, defeat or modification of any ordinance, resolution, action, or decision of the City Commission; or any action, decision or recommendation of any Board, Committee or City Official.

TIME PERIOD: During the time period of the entire decision-making process on an action, decision or recommendation which foreseeable will be heard or reviewed by the Commission, or a board or Committee.

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST AND TO FILE THE FOLLOWING INFORMATION, UNDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED.

Your Name: (Print)

N/A

LOBBYIST

Your Business Name: (Print)

Business Telephone Number:

Business Address:

Client you are representing on this issue:

Name of Client: (Print)

Client's Address:

Name of Corporation, Partnership, or Trust: (Print)

Names of all persons holding, directly or indirectly, a 5% or more ownership interest in the corporation, partnership, or trust: (Print)

N/A

ISSUE: Describe specific issue on which you will lobby: (Separate Application and Fee is required for each specific issue)

ISSUE FEE: You are required to pay a \$125.00 Issue Fee to the City Clerk prior to lobbying on a specific issue.

ADDITIONAL CLIENTS: You are required to fill out an additional Application for each additional Client represented on this issue, and attach to this Application.

I _____ hereby swear or affirm under penalty of
Print Name of Lobbyist
perjury that all the facts contained in this Application are true and that I am aware that these
requirements are in compliance with the provisions of Dade
County Code Sec, 2-11.1(s) governing Lobbying.

Date: _____
Signature of Lobbyist

\$125.00 Appearance Fee Paid: _____ Received by _____

Fees Waived for Not for Profit Organization (documentary proof attached) _____

Additional Client Application Attached: _____

**CITY OF CORAL GABLES
LOBBYIST
BIENNIAL REGISTRATION APPLICATION**

HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR STATE PURPOSE?

CITY OFFICIALS: Mayor, City Commissioners, City Attorney, City Manager, Assistant City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Building and Zoning Inspectors, Board, or Committee Members.

FOR THIS PURPOSE: To encourage the passage, defeat or modification of any ordinance, resolution, action, or decision of the City Commission; or any action, decision or recommendation of any Board, Committee or City Official.

TIME PERIOD: During the time period of the entire decision-making process on an action, decision or recommendation which will be heard or reviewed by the Commission, or a board or Committee.

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST AND TO FILE THE FOLLOWING INFORMATION, UNDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED.

Name: (Print) 11/A _____
LOBBYIST

Business Name: (Print) _____

Business Telephone Number: _____

Business Address: _____

State the extent of any business or professional relationship with any current member of the City Commission.

PRINCIPALS REPRESENTED: List here all principals currently represented by you, including address and telephone number:

ANNUAL REPORT: On July 1st of each year, you are required to submit to the City Clerk a signed statement under oath listing all lobbying expenditures in excess of \$25.00 for the preceding calendar year. A statement is required to be filed without expenditures.

N/A

ISSUE FEE: You are required to pay a \$125.00 Issue Fee to the City Clerk prior to lobbying on behalf of a specific issue and to fill out an Application stating under oath, your name, business address, the name of each principal employed by you to lobby, and the specific issue of which you wish to lobby.

NOTICE OF WITHDRAWAL: If you discontinue representing a particular client, a notice of withdrawal is required to be filed with the City Clerk.

BIENNIAL LOBBYIST REGISTRATION FEE: This Registration must be on file in the Office of the City Clerk prior to the filing of an Issue Application to lobby on a specific issue and the \$500.00 Biennial Lobbyist Registration Fee must be paid on or before October 1, 2000.

I _____ hereby swear or affirm under penalty of
(Print Name of Lobbyist)
perjury that I have read the provisions of Dade County Code Sec, 2-11.1(s)
governing Lobbying and that all of the facts contained in this Registration
Application are true and that I agree to pay the \$500.00 Biennial Lobbyist
Registration Fee on or before October 1, 2000 and on or before October 1,
of each even-numbered year thereafter, if I continue as an active Lobbyist in
the City of Coral Gables.

Signature of Lobbyist

STATE OF FLORIDA)
 }
COUNTY OF DADE)

BEFORE ME personally appeared _____ to me well known and known to me to be the
person described in and who executed the foregoing instrument, and acknowledged to and before me that _____
executed said instrument for the purposes therein expressed.

WITNESS my Hand and Official Seal this _____.

_____ Personally Known

_____ Produced ID

Notary Public
State of Florida

\$500.00 Fee Paid _____

Received By _____

\$500.00 Fee Waived for Not-for-Profit Organizations (documentary proof attached) _____

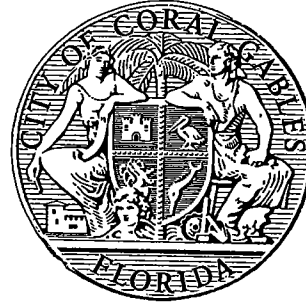
CITY OF CORAL GABLES, FL
FINANCE DEPARTMENT / PROCUREMENT DIVISION
405 Biltmore Way – Coral Gables, FL 33134

City Commission

Don Slesnick II, Mayor
William H. Kerdyk, Jr., Vice Mayor
Maria Anderson, Commissioner
Rafael “Ralph” Cabrera, Commissioner
Wayne “Chip” Withers, Commissioner

City Administration

Patrick G. Salerno, City Manager
Elizabeth M. Hernandez, City Attorney
Walter Foeman, City Clerk



RFP No. 2010.05.07

**Security Service Systems
Citywide**

PROCUREMENT/CONTRACT TEAM

2800 SW 72nd Avenue – Miami, FL 33155
Michael P. Pounds, Chief Procurement Officer
Joe V. Rodriguez, CPPB, FCCM, Contract Specialist
Margie Gomez, Contract Specialist

Joe V. Rodriguez, CPPB, FCCM, Contract Specialist Assigned to RFP
Telephone: 305-460-5121 / Facsimile: 305-460-5116
contracts@coralgables.com

May 2010

**ATTACHMENT “B”
PROFESSIONAL SERVICE AGREEMENT**

The PSA Form below is the agreement the City of Coral Gables would ask the awarded proposer to sign, is shown here as a sample and your review. Please submit any questions or clarification needed on this PSA form during the questions and answer period.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, is made as of this 22 day of June, 2010, between the City of Coral Gables (hereinafter called the "CITY"), and Benham Protective Services (hereinafter called the "PROFESSIONAL").

RECITALS

WHEREAS, the CITY wishes to retain BENHAM SECURITY; and

WHEREAS, the CITY having investigated the qualifications of the PROFESSIONAL to perform the services herein contemplated and found those qualifications satisfactory; and

WHEREAS, the PROFESSIONAL having examined the scope of the services required hereunder and having expressed desire and willingness to provide such services and having presented qualifications to the CITY in support of those expressed desires; and

WHEREAS, the PROFESSIONAL agrees to accept this Agreement upon the terms and conditions hereinafter set forth; and

WHEREAS, the City Commission has approved the selection of the PROFESSIONAL to perform such services, and the PROFESSIONAL agrees to accept this Agreement upon the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the CITY agrees to retain the PROFESSIONAL for a three (3) year period. However, this period may be extended at the sole discretion of the CITY for two (2) additional two (2) year periods. The PROFESSIONAL agrees to perform all ACCESS CONTROL AND CCTV services in connection with the services described herein.

I. GENERAL PROVISIONS

1.1 **Engagement.** The CITY agrees to engage the PROFESSIONAL for a period specified in paragraph 1.2, and the PROFESSIONAL agrees to accept such engagement and to perform such services for the CITY upon the terms, and subject to the conditions forth herein.

1.2 **Agreement Period.** The terms of the Agreement (the "Professional Period") shall commence within thirty (30) days of the award of the bid titled (SECURITY SYSTEM SERVICES), on the 24 day of JUNE, 2010, and shall continue thereafter for a period of THREE (3) years or until terminated by the CITY upon 30 days written notice to the PROFESSIONAL, in accordance with the notice requirements contained in Section XII.

1.3 **Priority of Interpretation.** This document without exhibits is referred to as the "Base Agreement". In the event of any conflict of inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise, between the Base Agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Base Agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Master Agreement, and then to the exhibits according to the following priority:

- a) CITY Resolution and applicable Code provisions;
- b) CITY Request for Proposal (Exhibit "A");
- c) PROFESSIONAL'S Response to Request for Proposal (Exhibit "C");
- d) Scope of Service (Exhibit "B");
- e) Insurance Certificates, and related documents;
- f) PROFESSIONAL'S Exceptions to Terms and Conditions.

1.4 **Background Investigation.** The PROFESSIONAL agrees that all employees including the PROFESSIONAL may be subject to an annual background investigation.

1.5 **Polygraph Examination.** The PROFESSIONAL agrees to submit to polygraph examinations at the request of the Director or designee.

1.6 **Medical, Drug Screening and Check-ups.** All PROFESSIONALS, contractors, their employees, agents and subcontractors must satisfactorily complete the CITY'S pre-placement medical and drug screening examinations and be certified as drug free as well as abide by the CITY'S Drug Free Work Place Policy at PROFESSIONAL'S expense. The CITY may require that the PROFESSIONAL, contractor and/or their employees, agents and subcontractors performing services for the CITY submit to yearly medical examinations at PROFESSIONAL'S expense. The PROFESSIONAL, contractor and/or their employees, agents and subcontractors agree to submit to unannounced drug testing at the request of the Director or designee.

1.7 **Driver's License.** At CITY'S option, the contractor (PROFESSIONAL) must provide a valid Florida Driver's License or appropriate commercial driver's license for each employee, agent or subcontractor and be willing and able to operate any required vehicles as authorized by the CITY. Evidence of compliance with the Defensive Driving Course must be submitted to the CITY prior to operating a CITY vehicle or any vehicle where patrons or their children are passengers. Individuals must be approved by the Risk Management Division of the CITY prior to the operation of a CITY owned vehicle and/or privately owned vehicles while conducting CITY business. The CITY reserves the right to request the employee/agent's driving record from the State of Florida, at PROFESSIONAL'S (contractor's) expense.

1.8 **Confidential Information.** The PROFESSIONAL agrees that any information received by the PROFESSIONAL for the CITY and in providing services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organizations.

1.9 **Most Favored Public Entity.** PROFESSIONAL represents that the prices charged to CITY in this Agreement do not exceed existing prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions. If PROFESSIONAL'S prices decline, or should PROFESSIONAL, at any time during the term of this Agreement, provide the same goods or services to any other customer at prices below those set forth herein, then such lower prices shall be immediately extended to the CITY.

II. PROFESSIONAL SERVICES

2.1 **Basic Services.** During the Professional Period, the PROFESSIONAL will serve as a PROFESSIONAL to the CITY and shall assist the CITY as the Broker/Agent of Record, and shall perform and oversee those tasks outlined, including, but not limited to:

- a) Scope of Services (Exhibit "B");

b) PROFESSIONAL'S Response to Request for Proposal (Exhibit "C")

The PROFESSIONAL shall perform the services as specifically stated in the Scope of Services, which is attached hereto and incorporated herein as Exhibit A, and as may be specifically designated and authorized by the CITY.

2.2 **Authorizations.** Authorizations will be in the form of a Work Authorization. Each Work Authorization will set forth a specific Scope of Services, amount of compensation, a completion date, and shall be approved by the Human Resources Director.

2.3 **Reporting.** The PROFESSIONAL shall provide the necessary reporting requirements as outlined by the Director or designee for review. In addition, the PROFESSIONAL shall submit a monthly report to the Director or designee, which shall include detailed information regarding the activities of the PROFESSIONAL during the previous month.

2.4 **Availability of Professional.** The PROFESSIONAL shall make all documents available 24 hours a day, 7 days a week, 365 days a year, in order to satisfy the CITY'S emergency demands for continued, non-interrupted service.

III. COMPENSATION

3.1 **Basic Compensation.** In full consideration of the services of the PROFESSIONAL hereunder, the PROFESSIONAL shall be paid at an estimated rate of \$ 39,600- annually, to be paid in \$ 3300- monthly increments. The CITY reserves the right to contract with the PROFESSIONAL for additional services. Any increase in the agreed upon amount shall be approved by the Director or designee, and shall be in accordance with applicable CITY and State regulations.

3.2 **Expenses.** As part of, and in addition to the basic compensation described in this Agreement, the CITY shall provide the PROFESSIONAL with no additional compensation for any services performed in fulfilling the requirements of this Agreement. All additional requested expenses must be pre-approved through the Director or designee.

IV. INDEPENDENT CONTRACTOR AND PROFESSIONAL HOLD HARMLESS PROVISIONS

4.1 **Independent Contractor and Professional.** The PROFESSIONAL acknowledges entering into this Agreement as an independent Contractor and Professional, and that the PROFESSIONAL shall therefore be responsible for the deposit and payment of any Federal Income Taxes, FICA, Unemployment Taxes or any similar fees or taxes that become due, and shall be responsible for the collection and payment of all withholdings, contributions and payroll taxes relating to PROFESSIONAL'S services, or those of employees of the PROFESSIONAL. The CITY shall not withhold from sums payable to the Professional, any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. The PROFESSIONAL, their employees or agents, will not be considered an employee of the CITY or entitled to participate in plans, distributions, arrangements or other benefits extended to the CITY employees.

4.2 **Agency/Third Party Beneficiary.** The PROFESSIONAL is an independent contractor. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. Nothing herein shall imply or shall be deemed to imply an agency relationship between the CITY and PROFESSIONAL. The PROFESSIONAL has no authority to bind the CITY to any promise, debt, default, or undertaking of the PROFESSIONAL.

The PROFESSIONAL and the CITY agree that it is not intended that any provision of the Agreement establish a third party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

4.3 **Indemnification and Hold Harmless.** To the fullest extent permitted by Laws and Regulations, the PROFESSIONAL shall indemnify and hold harmless the CITY and its consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and chares of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury and (b) is caused in whole or in part by any willful, negligent, reckless or intentional act or omission of PROFESSIONAL, any sub-consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

4.3.1 For any and all claims against the CITY or any of its consultants, agents, or employees by any employee of PROFESSIONAL, and sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for PROFESSIONAL or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.

4.3.2 The indemnification and hold harmless provision shall include, but not be limited to, all of the following:

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The CITY may use the attorney or law firm of its choice in which event PROFESSIONAL will pay such firm the fees it charges the CITY, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that CITY pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, PROFESSIONAL will reimburse the CITY at the prevailing market rate for similar legal services.
- c. Attorney's fees and cost of any party that a court orders the CITY to pay.
- d. Lost time that results from the CITY or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the CITY spends in responding to document requests or public records requests relating to such claims whether from PROFESSIONAL or any other party, PROFESSIONAL will reimburse CITY \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, PROFESSIONAL will reimburse CITY on a per hour basis as follows:

- For the Mayor or City Commissioner: \$300.00 per hour
- For the City Manager: \$250.00 per hour

- For an Assistant City Manager or Department Director: \$250.00 per hour
 - For an Assistant Department Director: \$100.00 per hour
 - For City Attorney: Prevailing market rates
 - For other employees: \$ 50.00 per hour
- e. The expenses incurred by CITY in complying with any administrative or court order that may arise from such claims.
- f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
- g. Any other direct or indirect expense that CITY would not have incurred but for a claim that arises out of this agreement.

4.3.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 (Chapter 725), Florida Statutes.

V. INSURANCE

5.1 Without limiting PROFESSIONAL'S indemnification of the CITY, and during the term of this Agreement, PROFESSIONAL shall provide and maintain at its own expense the below described programs of insurance. Such programs and evidence of insurance shall be satisfactory to the CITY and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the CITY. Certificates or other evidence of coverage shall be delivered to:

City of Coral Gables
Risk Management Division
2801 Salzedo Street, 2nd Floor
Coral Gables, Florida 33134

Such certificates or other evidence of coverage shall be delivered prior to commencing performance under this Agreement, and shall specifically identify this Agreement, and shall contain the express condition that the CITY is to be given written notice, by receipted deliver, at least thirty (30) days in advance of any cancellation, non-renewal or material change of any insurance policy.

5.2 The PROFESSIONAL shall maintain during the terms of this Agreement, except as noted herein, the Insurance required under the Request for Proposal or as follows:

a. **Professional Liability Insurance** with a limit of liability no less than \$1,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the PROFESSIONAL shall become legally obligated to pay as damages for claims arising out of the services performed by the PROFESSIONAL or any person employed in connection with this Agreement (as applicable). This insurance shall be maintained for three (3) years after any WORK covered by this Agreement.

b. **Comprehensive General Liability Insurance** with broad form endorsement or equivalent, including automobile liability, completed operations and products liability, contractual liability, severability of interests with cross liability provision, and personal injury and property damage liability with limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate. Said policy or policies shall name the CITY as an

additional insured on a primary and non-contributory basis and shall reflect the hold harmless provision contained herein.

c. **Worker's Compensation Insurance** covering ALL employees of PROFESSIONAL, in compliance with the requirements of Florida Statutes Section 440, and employer's liability insurance with limits not less than, \$1,000,000.

d. **Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of the work in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

e. **Other (or increased amounts of) Insurance** which CITY shall from time to time deem advisable or appropriate. Such new or additional insurance to be effective as of the sooner of ninety (90) days after notice thereof or the next annual renewal of any policy being increased (as applicable).

f. All policies shall contain waiver of subrogation against CITY where applicable, and shall expressly provide that such policy or policies are primary over any other collective insurance the CITY may have.

g. All of the above insurance is to be placed with insurance companies with an A.M. Best Key Rating Guide, latest edition, or equivalent rating of "A-", "VI" or better, qualified to do business under laws of the State of Florida. The PROFESSIONAL shall maintain coverage with equal or better rating as identified herein for the term of the contract.

h. The CITY shall be named as an additional insured on a primary and non-contributory basis under such policies. Said policies shall contain a "severability of interest or "cross liability" clause without obligation for premium payment of the CITY. The CITY reserves the right to request a copy of required policies for review.

i. All insurance policies shall provide for thirty (30) days [ten (10) days for non-payment of premium] advance written notice to CITY prior to cancellation, non-renewal or material change.

j. The PROFESSIONAL shall furnish Certificates of Insurance to the Risk Management Division of the Human Resources Department, for review and approval, prior to the commencement of operations or policy termination, which certificates shall clearly indicate that the CITY is named as an additional insured on a primary and non-contributory basis and that the PROFESSIONAL has obtained insurance in the type, amount and classification required for strict compliance with this Section and that no material change, cancellation or non-renewal of this insurance shall be effective without thirty (30) days [ten (10) days for non-payment of premium] advance written notice to the CITY.

k. The PROFESSIONAL shall furnish copies of insurance policies pertaining to this Agreement to the Risk Management Division of the Human Resources Department within ten (10) days of written request.

5.3 **Breach.** Failure on the part of the PROFESSIONAL to obtain and maintain all required insurance coverage is a material breach upon which the CITY may, in its sole discretion, immediately suspend PROFESSIONAL'S performance or terminate this Agreement (Termination for Default 13.1).

VI. STANDARD OF CARE

6.1 **Degree of Care.** The PROFESSIONAL shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a comparable professional under similar circumstances, and the PROFESSIONAL shall, at no additional cost to the CITY, re-perform services which fail to satisfy the foregoing standard of care.

6.2 **Warranty.** The PROFESSIONAL warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

6.3 **Key Staff.** The parties acknowledge that PROFESSIONAL was selected by the City, in part, on the basis of the qualifications of particular staff identified in the PROFESSIONAL's response to the City's solicitation. The PROFESSIONAL shall ensure that this staff is available for work hereunder as long as the staff is in the PROFESSIONAL's employ.

6.4 **Suspension Procedures.** PROFESSIONAL may be suspended for any violation of the provisions of this Agreement, which in the sole discretion of the CITY may be cause for such suspension as follows:

- (a) 1st violation – up to 7 days
- (b) 2nd violation – up to 14 days
- (c) 3rd violation – City Manager may terminate this agreement.

VII. FEDERAL/STATE/LOCAL LAWS

7.1 **EEO and ADA.** The contractor (PROFESSIONAL) must be and remain in compliance with all local, state and federal Equal Employment Opportunity (EEO) and American Disabilities Act (ADA) requirements.

7.2 **Discrimination.** It is understood that the PROFESSIONAL shall not discriminate against any employee in the performance or the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of age, marital status, race, color, religion, national origin, sex, or disability.

7.3 **CITY Policy Regarding Conduct.** All contractors (PROFESSIONAL) their employees, agents and subcontractors must abide by the CITY'S policies regarding conduct. Discrimination, harassment, and/or violations of CITY policies will not be tolerated and are grounds for termination of the contract without harm to the CITY or its employees.

7.4 **Aliens.** PROFESSIONAL warrants that it fully complies with all Federal statutes and regulations regarding the employment of aliens and others and that all employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal statutes and regulations. PROFESSIONAL shall indemnify, defend, and hold harmless CITY, its officers and employees from and against any sanctions and any other liability which may be assessed against PROFESSIONAL or CITY in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

7.5 **Premises.** The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

VIII. CONFLICT OF INTEREST

8.1 The PROFESSIONAL represents that it has provided a list of all current clients subject to the jurisdiction of the CITY. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the CITY. The PROFESSIONAL agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the CITY. Upon request of the PROFESSIONAL, and full disclosure of the nature and extent of the proposed representation, the City Manager shall have the authority to authorize such representation during the term of this Agreement.

IX. CONFIDENTIALITY

9.1 No reports, information, computer programs, documentation, and/or data given to or prepared or assembled by the PROFESSIONAL under this Agreement shall be made available to any individual or organization by the PROFESSIONAL without prior written approval of the CITY.

X. OWNERSHIP OF DOCUMENTS

10.1 All right, title, and interest in and to all work performed under this Agreement, including without limitations all schematics, designs, plans, specifications, documents, records, disks, or other information (including electronic copies) produced or developed by the PROFESSIONAL or sub-consultants, shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY; provided that any materials used by the PROFESSIONAL and any sub-consultants for which a patent or copyright protection has previously been secured by them shall remain the property of the PROFESSIONAL or sub-consultants.

10.2 The CITY shall have the right to visit the site for inspection of the work and the products the PROFESSIONAL at any time. The PROFESSIONAL shall be permitted to retain copies, including reproducible copies, solely for information and reference in connection with the CITY's use.

10.3 To the extent allowed by law, the PROFESSIONAL shall not divulge, furnish or make available to any third person, firm or organization, without the CITY's prior written consent, or unless incident to the proper performance of the PROFESSIONAL's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public concerning the services to be rendered by the PROFESSIONAL hereunder, and PROFESSIONAL shall require all of its employees, agents, subconsultants, and subcontractors to comply with the provisions of this paragraph.

XI. TRUTH-IN-NEGOTIATION CERTIFICATE

11.1 Execution of this Agreement by the PROFESSIONAL shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

11.2 The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

XII. NOTICE

12.1 Any notice, request, instruction or other document required or permitted to be given hereunder by either party hereto to the other shall be in writing, and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth for such party at the bottom of this Agreement. Any notice so given shall be deemed received when personally delivered or three (3) calendar days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice. Notice as the City of Coral Gables shall be to:

City Manager
City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134

cc: City Attorney

Notice as to Professional shall be to:

Vilma Vedda
10220 NW 50 ST
SUNRISE, FL. 33351

XIII. TERMINATION

13.1 Termination by City for default. CITY may, by written notice to PROFESSIONAL, terminate the whole or any part of this Agreement if, in the judgment of the City Manager:

- a) PROFESSIONAL has materially breached any portion of this Agreement;
- b) PROFESSIONAL fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement;
- c) PROFESSIONAL has assigned or delegated its duties or subcontracted any performance of this Agreement without prior written consent by the CITY;
- d) Insolvency of PROFESSIONAL. PROFESSIONAL shall be deemed insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not PROFESSIONAL is insolvent within the meaning of such laws;
- e) There has been a filing of a voluntary or involuntary petition regarding PROFESSIONAL under the Federal Bankruptcy Code;
- f) There has been the appointment of a Receiver or Trustee for PROFESSIONAL;

- g) There has been an execution by PROFESSIONAL of a general assignment for the benefit of creditors;
- h) PROFESSIONAL fails to obtain or maintain insurance or bonding herein required.

13.1.1 **Return of Payments.** Upon the occurrence of a default hereunder, all payments, advances, or other compensation paid by the CITY to the PROFESSIONAL while the PROFESSIONAL was in default shall be immediately returned to the CITY.

13.1.2 **Expenses.** The PROFESSIONAL shall be liable to the CITY for all expenses incurred by the CITY in preparing and negotiating this Agreement, as well as all costs and expenses incurred by the CITY in the re-procurement of the services, including consequential and incidental damages.

13.1.3 **Obligations to City.** The PROFESSIONAL agrees that termination of this Agreement under this section shall not release the PROFESSIONAL from any obligation accruing prior to the effective date of termination.

13.1.4 **No default.** If, after CITY has given notice of termination under the provisions hereunder, it is determined by CITY that PROFESSIONAL was not in default under these provisions, or that the default was excusable under these provisions, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 13.2 (Termination for Convenience).

13.1.5 **Non-exclusive.** The rights and remedies of CITY provided in this Paragraph 13.1 are non-exclusive and cumulative.

13.2 **Termination for Convenience.** This Agreement may be terminated when such action is deemed by CITY to be in its best interest. Termination shall be effected by delivery to PROFESSIONAL of a notice of termination specifying the extent to which performance of Agreement is terminated and the date upon which such termination becomes effective, which shall be no less than ten (10) days after the notice is sent.

13.3 **Termination with or without cause.** This Agreement may be terminated by the CITY, with or without cause. Termination shall be effected by delivery to PROFESSIONAL of a thirty (30) day written notice of termination specifying the extent to which performance of the Agreement is terminated and the date upon which such termination becomes effective.

13.4 **Professional's responsibilities.** After receipt of a Termination Notice, and except as otherwise directed by the CITY, the PROFESSIONAL shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- D. Continue to complete all parts of the work that have not been terminated.

13.5 **Payments for work performed.** After receipt of a notice of termination, PROFESSIONAL shall submit its termination claim and invoice to CITY, in the form and with any certifications as may be prescribed by CITY. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure by PROFESSIONAL to submit its termination claim and invoice within the time allowed, CITY

may determine on the basis of the information available to the CITY, the amount, if any, due to PROFESSIONAL in respect to the termination, and such determination shall be final. When such determination is made, CITY shall pay PROFESSIONAL the amount so determined. The PROFESSIONAL shall have no recourse or remedy from a termination made by the CITY except to retain the fees earned for the services that were performed in complete compliance with this Agreement as full and final settlement of any claim, action, demand, cost, or charge.

13.6 **Termination by Professional.** This Agreement may be terminated by the PROFESSIONAL upon sixty (60) days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of the Agreement through no fault of the PROFESSIONAL.

13.7 **Professional's warranty.** The PROFESSIONAL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROFESSIONAL, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of this Agreement.

13.8 **Documents.** Upon termination of this Agreement, all schematics, designs, plans, specifications, documents, records, disks, or other information (including electronic copies) produced or developed by the PROFESSIONAL or sub-consultants, whether finished or not, shall become CITY property. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by the PROFESSIONAL until all documentation is delivered to the CITY.

XIV. UNCONTROLLABLE FORCES

14.1 Neither the CITY nor PROFESSIONAL shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storm, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

XV. AUDITS

15.1 **Financial records.** The PROFESSIONAL shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. PROFESSIONAL shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. PROFESSIONAL shall also maintain accurate and complete employment and other records relating to its performance of this

Agreement. PROFESSIONAL agrees that CITY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by PROFESSIONAL and made available to the CITY during the terms of this Agreement and for a period of three (3) years thereafter unless CITY'S written permission is given to dispose of any such material prior to such time. All such materials shall be maintained by PROFESSIONAL at a location in Miami-Dade County, Florida, provided that if any such material is located outside Miami-Dade County, then, at CITY'S option PROFESSIONAL shall pay CITY for travel, per diem, and other costs incurred by CITY to examine, audit, excerpt, copy or transcribe such material at such other location. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the PROFESSIONAL'S place of business.

15.2 **Copies of audits.** In the event that an audit is conducted by PROFESSIONAL specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by PROFESSIONAL, then PROFESSIONAL shall file a copy of the audit report with the CITY'S Auditor within thirty (30) days of PROFESSIONAL'S receipt thereof, unless otherwise provided by applicable Federal or State law. CITY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

15.3 **Breach.** Failure on the part of PROFESSIONAL to comply with the provisions of this Paragraph 15.1 shall constitute a material breach upon which the CITY may terminate or suspend this Agreement.

15.4 **City Audit Settlements.** If, at any time during or after the term of this Agreement, representatives of the CITY conduct an audit of PROFESSIONAL regarding the work performed under this Agreement, and if such audit finds that CITY'S dollar liability for any such work is less than payments made by CITY to PROFESSIONAL, then the difference shall be either repaid by PROFESSIONAL to CITY by cash payment upon demand or, at the sole option of CITY, deducted from any amounts due to PROFESSIONAL from CITY. If such audit finds that CITY'S dollar liability for such work is more than the payments made by CITY to PROFESSIONAL, then the difference shall be paid to PROFESSIONAL by cash payment.

XVI. MISCELLANEOUS

16.1 **Modification.** This agreement may not be amended or modified unless in writing and signed by both parties.

16.2 **Assignment and subcontracting.** This Agreement and the rights of the PROFESSIONAL and obligations hereunder may not be transferred, pledged, sold, assigned, or delegated by the PROFESSIONAL without the express prior written consent of the CITY via executed amendment. It is understood that a sale of the majority of the stock or partnership shares of the PROFESSIONAL, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder requiring prior to CITY approval.

16.2.1 Any transfer, pledge, sale, assignment, or delegation without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the CITY may immediately terminate the Agreement in accordance with the provisions of paragraph 13.1 (Termination by Default). The CITY may assign its rights, together with its obligations hereunder.

16.3 **Availability of funds.** The obligations of the CITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the City Commission.

16.4 **Compliance with laws.** In performance of the services, the PROFESSIONAL will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards. It shall be the responsibility of the PROFESSIONAL to obtain and maintain, at no cost to the CITY, any and all license and permits required to complete the services provided pursuant to this Agreement.

16.5 **Conflict of Interest.** PROFESSIONAL covenants that no person employed by the PROFESSIONAL which exercises any functions or responsibilities in connection with this Agreement has any personal financial interests direct or indirect with the CITY. PROFESSIONAL further covenants that, in the performance of this Agreement, no person having a conflicting interest shall be employed. Any such interests on the part of PROFESSIONAL or its employees must be disclosed in writing to CITY.

16.5.1 PROFESSIONAL is aware of the conflict of interest code of the City of Coral Gables, the Conflict of Interest and Code of Ethics of Miami-Dade County, Florida, Section 2-11.1 et seq., and the Ethics Laws of the State of Florida, and agrees that it shall fully comply in all respects with the terms of said laws.

16.6 **Federal and State taxes.** The CITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CITY will provide an exemption certificate to the PROFESSIONAL. The Professional shall not be exempted from paying sales tax to its suppliers for materials to fulfill the contractual obligations with the CITY, nor shall the PROFESSIONAL be authorized to use the CITY'S Tax Exemption Number in securing such materials.

16.7 **Entirety of agreement.** The CITY and the PROFESSIONAL agree that this Agreement, as amended from time to time, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications, written or oral, between the CITY and the PROFESSIONAL pertaining to the services. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

16.7.1 The following documents are made an integral part of this Agreement:

- A. Request for Proposal;
- B. Performance and Payment Bonds;
- C. Insurance Certificates and related documents;
- D. Response to Request for Proposal of PROFESSIONAL.

16.8 **Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

16.9 **Waiver.** A waiver by either the CITY or the PROFESSIONAL of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party

with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

16.10 **Severability, survival.** If any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provision had been severed and deleted.

16.11 **Governing law and venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Miami-Dade County, and the Agreement will be interpreted according to the laws of Florida.

16.12 **Priority of provisions.** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way effect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

16.12.1 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

16.13 **Time is of the Essence.** The PROFESSIONAL agrees to start all work and to complete each assignment, task, or phase within the time stipulated in this Agreement (including all attachments). If any anticipated or actual delays arise, PROFESSIONAL shall immediately so notify the CITY. Regardless of notice if services or deliveries are not made at the time agreed upon, the CITY may, at its sole discretion, terminate this Agreement and proceed pursuant to Paragraph 13.1 (Termination by Default).

16.14 **Joint preparation.** Preparation of this Agreement has been a joint effort of the CITY and the PROFESSIONAL and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

16.15 **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written by the City Clerk on the day of attestation.

Approved as to Insurance:

AS TO CITY:

Michael Sparber
Risk Management Division

Patrick G. Salerno
City Manager

Approved by
Department Director or head of
Negotiations team as to
the negotiated business terms

ATTEST:

Fred Couceyro
Parks & Recreation Director

Walter J. Foeman
City Clerk

Approved as to compliance with
the Procurement Code

Approve as to form and legal sufficiency:

Michael P. Pounds
Chief Procurement Officer

Elizabeth M. Hernandez
City Attorney

Approve as to Funds Appropriation

Donald G. Nelson
Chief Financial Officer

ATTEST:

AS TO PROFESSIONAL

Corporate Secretary
Print Name: _____
(SEAL)

(OR)
WITNESSES (2):

PREPARED BY:
ELIZABETH M. HERNANDEZ
CITY ATTORNEY
405 BILTMORE WAY
CORAL GABLES, FL 33134

Print Name: _____

Print Name: _____



REQUEST FOR PROPOSAL

RFP # 2010.05.07

Security System Services

ADDENDUM No. 2
Issued Date: June 18, 2010

These questions are not verbatim but are summarized for clarity and conciseness for response purposes. You are to refer to the (Q) uestions from prospective proposers and the City's (A) nswers to those questions.

Q1. Is the System Analog or Digital?

A1. Cameras are analog and Recorders are Digital.

Q2. How many Card Readers and Cameras are there per building?

A2. See table below...

FACILITY	CARD READERS	CAMERAS	AIPHONE	PANIC ALARMS	Intruder Alarm
Biltmore Tennis	1	0	0	0	FBI XL 2
Central Police & Fire	97	46	0	0	N/A
City Hall	4	0	0	15	HONEYWELL
City Hall Annex	2	0	0	0	N/A
Coral Gables Museum	TBD	TBD	TBD	TBD	TBD
Fire 3	11	0	0	0	N/A
Granada Golf CourseMaintenance Barn	0	7	0	0	FBI XL 2
Maintenance Facility	32	13	3	2	N/A
Merrick House	1	0	0	0	HONEYWELL
Salvador Tennis Center	0	0	0	0	HONEYWELL
Youth Center	3	16	0	0	HONEYWELL
Radio Rooms (6) High temp. alarms	0	0	0	0	HONEYWELL

Q3. Biltmore Tennis Center, is it a slave panel?

A3. It's a Remote Panel same as Merrick House.

Q4. City Hall, Panic Alarm.**A4. See table below...**

FACILITY	CARD READERS	CAMERAS	AIPHONE	PANIC ALARMS	Intruder Alarm
Biltmore Tennis	1	0	0	0	FBI XL 2
Central Police & Fire	97	46	0	0	N/A
City Hall	4	0	0	15	HONEYWELL
City Hall Annex	2	0	0	0	N/A
Coral Gables Museum	TBD	TBD	TBD	TBD	TBD
Fire 3	11	0	0	0	N/A
Granada Golf CourseMaintenance Barn	0	7	0	0	FBI XL 2
Maintenance Facility	32	13	3	2	N/A
Merrick House	1	0	0	0	HONEYWELL
Salvador Tennis Center	0	0	0	0	HONEYWELL
Youth Center	3	16	0	0	HONEYWELL
Radio Rooms (6) High temp. alarms	0	0	0	0	HONEYWELL

This addendum shall be acknowledged in Section 6.0 RFP Addendum and Response Forms. All other terms and conditions of this RFP shall remain in full force and effect.

Sincerely,



Michael P. Pounds
Chief Procurement Officer

SOFTWARE HOUSE

6 Technology Park Drive
Westford, MA 01886 USA
Phone (978) 577-4385

DATE: 15-Jun-10
Quotation #: 8-01953-6152010
Customer ID:

Presented To:

Brian Messier
Benham Security
2801 SALZEDO ST
CORAL GABLES, FL 33134 US
800-507-6268

Quotation valid until: 15-Jul-10
Prepared by: Jeff Coutu

STANDARD DEALER QUOTE

Comments or special instructions:

System SN 8-01953 (CITY OF CORAL GABLES POLICE DEPT.)
Redundant System? NO

Discount: 20%

STANDARD SUPPORT PLAN

QTY	PN	Description	MSRP	Net	Extended
1	CCSM80-20S	Standard Service for C-CURE 800 Model 20	\$2,300.00	\$1,840.00	\$1,840.00
1	CCSM80-V	C-CURE 800 Badging Client Uplift	\$550.00	\$440.00	\$440.00
SUB-TOTAL:					\$2,280.00
1	CCSM81RR-10-20-30	Reinstatement Fee for Lapsed Coverage	\$500.00		\$500.00
Annual Cost:				\$2,780.00	

ENHANCED SUPPORT PLAN

QTY	PN	Description	MSRP	Net	Extended
1	CCSM80-20E	Enhanced Service for C-CURE 800 Model 20	\$3,250.00	\$2,600.00	\$2,600.00
1	CCSM80-V	C-CURE 800 Badging Client Uplift	\$550.00	\$440.00	\$440.00
SUB-TOTAL:					\$3,040.00
1	CCSM81RR-10-20-30	Reinstatement Fee for Lapsed Coverage	\$500.00		\$500.00
Annual Cost:				\$3,540.00	

Current SSA Expires 5/31/2009

If you have any questions concerning this quotation, contact: Jeff Coutu, SSA Program Manager
jcoutu@tycoint.com

**Please attach this quote to your Purchase Order and email to Customer Service at customerna@tycoint.com.
Canadian orders should be emailed to vkoscheeva@tycoint.com.**

* Both SSA options include access to software and firmware updates during coverage period

* Enhanced SSA offers 24x7 technical support access, while Standard SSA includes only M-F, 8am-8pm EST



Certificate of Registration

Issued Pursuant to Chapter 212, Florida Statutes

DR-11
R. 01/10

16-8012177413-3	01/06/00	04/01/99	MONTHLY
Certificate Number	Registration Effective Date	Opening Date	Filing Frequency

This certifies that

BENHAM PROTECTIVE SERVICES
BRIGHT LINE INC
10220 NW 50TH ST
SUNRISE FL 33351-8078

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.



2010 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 01/10

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2010

Business Name and Location Address

Registration Effective Date

Certificate Number

BENHAM PROTECTIVE SERVICES
BRIGHT LINE INC
10220 NW 50TH ST
SUNRISE FL 33351-8078

01/06/00

16-8012177413-3

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. Use signed photocopy for resale purposes.

Presented to:

Presented by:

Authorized Signature (Purchaser)

(date)

3909672

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L08081202625

DATE	BATCH NUMBER	LICENSE NBR
08/12/2008	088026662	EF0000051

The ALARM SYSTEM CONTRACTOR I
named below IS CERTIFIED
under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2010

CONRAD, ALAN K
BRIGHT LINE INC.
10220 NW 50 STREET
SUNRISE FL 33351

CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO
SECRETARY

SOFTWARE HOUSE CORPORATE EDUCATION PROGRAM

This document certifies that

Timothy Hanlon

has successfully completed the

C-CURE 8000® System/Star Technical Training Course

by demonstrating proficiency and knowledge in installing, configuring and troubleshooting the

C-CURE 8000® Integrated Security Management System, apC® Advanced

Processing Controller with IP Networking

iStar Software & Associated Hardware

and is now qualified to service such systems as put forth by this program

Jim Jacobson

24th of September 2004 172074

Instructor

Date

Certification Number

tyco / Fire & Security

SOFTWARE HOUSE



Benham Projects and References

City of Oakland Park / BSO Public Safety Building

City of Oakland Park

Sgt. Rick Lacerra 954-214-7152

42 Door access control system

38 Camera CCTV system

Installation, design and maintenance of access control and CCTV system in new police station / public safety building. Access Control System included Sally port man trap, holding cells, and all doors wired and protected. CCTV included infra-red cameras on exterior of building, IP cameras on exterior of building and 25 interior cameras. System is under maintenance contract and is required to be operational 24-7.

Change orders were limited to additional doors and cameras being added to the system.

Additional systems for City of Oakland Park:

BSO head quarters new security hub

City of O.P. Fleet maintenance building

3 City Parks

City of Coral Springs

Tammy Mccinskey contact: TSM@coralsprings.org

Installation and maintenance of CCTV, Burglar alarms and access control on multiple city buildings.

City of Coral Springs systems installed by Benham:

Police Headquarters

Fleet maintenance building

Museum of Art

Coral Springs Charter School

5 City Parks

Many more...

Carnival Cruise Lines

World wide fleet

James O'hare 305-599-2600

Installation of over 50 CCTV systems. Implementation mega-pixel i.p. systems. These systems need immediate response, sometime requiring international travel at a moment's notice.