EXHIBIT # 4

REQUEST FOR PROPOSAL (RFP) # FY 2011-2012-001

SECURITY GUARD SERVICES FOR THE THREE ISLANDS AND GOLDEN ISLES SAFE NEIGHBORHOOD DISTRICTS

PREPARED BY:
CITY OF HALLANDALE BEACH
GENERAL SERVICES/PURCHASING DEPARTMENT AND
POLICE DEPARTMENT

NOTICES TO PROSPECTIVE PROPOSERS
MANDATORY PRE-PROPOSAL MEETING

LOCAL VENDOR PREFERENCE IS APPLICABLE TO THIS RFP. SEE PAGE [29] ITEM # [2].

THERE WILL BE A MANDATORY PRE-PROPOSAL MEETING SCHEDULED FOR WEDNESDAY, AUGUST 31, 2011 @ 11:00 A.M., AT CITY OF HALLANDALE BEACH MUNICIPAL COMPLEX, CITY HALL, CITY COMMISSION CHAMBERS, 400 SOUTH FEDERAL HIGHWAY, HALLANDALE BEACH, FLORIDA, 33009.

ATTENDANCE AT THE PRE-PROPOSAL MEETING IS MANDATORY. PLEASE MAKE SURE YOUR FIRM ATTENDS THE MANDATORY PRE-PROPOSAL MEETING AND SIGNS IN. THE ATTENDANCE SHEET WILL SERVE TO ASCERTAIN ATTENDANCE BY YOUR FIRM.

PLEASE REVIEW THE RFP AND BRING YOUR QUESTIONS TO THE MANDATORY MEETING SINCE IT WILL BE THE ONLY OPPORTUNITY TO ASK QUESTIONS.

IF YOU DO NOT ATTEND THE MANDATORY PRE-PROPOSAL MEETING YOUR RFP SUBMISSION WILL NOT BE ACCEPTED.

REQUEST FOR PROPOSAL DUE DATE: Friday, September 9, 2011 @ 4:00 P.M – RFP # FY2011-2012-001.

PROPOSAL MINIMUM QUALIFICATION REQUIREMENTS:

- Provide a letter on your company's letterhead indicating your firm has a minimum of five (5) years of experience providing the services requested in this RFP. The firm responding must possess a minimum of five (5) years experience under its current business name.
- Provide five (5) references of projects of a similar size, scope and complexity that have been completed by your company within the last five (5) years. Provide the name of company/owner/business, contact name of individual and his role/title, address of the company, and telephone number for which the services were provided. The City will call the names and numbers provided as the references for the rating criteria.
- Firms must be properly licensed in the State of Florida and hold the applicable licenses for Broward County.
- All security guards assigned to the Contract shall have a Class D Security License to perform security guard services in accordance with Chapter 493, of the Florida Statutes.

IF THE MINIMUM QUALIFICATION REQUIREMENTS ABOVE ARE NOT MET THE PROPOSER'S SUBMITTAL WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED.

CONTRACT TERM:

The initial contract period shall be for three (3) years, commencing upon award by the City Commission. **Your firm's proposal submission shall be valid until such time as City Commission awards a contract as a result of this RFP.**

There are two (2) yearly renewals terms which are contingent upon satisfactory services and available funding. Total contract terms, including renewals, are five (5) years.
Contract may be cancelled within thirty (30) days with a written notice by the City of Hallandale Beach.

CONTRACT COST:

No cost increase will be accepted during the initial contract period of one (1) year.

COST ADJUSTMENTS:

After the first (1st) contract period, any increases which may be approved by the City shall be subject to an adjustment up to 2% maximum only if the Contractor can provide documentation proving that their operational costs to provide services have increased significantly. No more than one (1) cost increase will be accepted during any renewal period.

The top ranked firm(s) will be required to appear before the City Commission to answer questions about their submission.

CONTRACT DEDUCTIONS:

Upon the occurrence of any acts or omissions listed below, deductions may be assessed in whole or in part, against the Contractor in the amount indicated below, for each occurrence and for each day the occurrence remains uncorrected. In the event that the date of the initial occurrence cannot be established, the assessment will start from the date of discovery until the irregularity is corrected. Except for time and attendance infractions, the Contract Administrator shall provide the Contractor with written notice of intent to make such assessment against the infractions listed below. These deductions will be deducted against monies due or to become due to the Contractor.

A) Up to 1% Deduction off Monthly invoices submitted against contract award:
   1. The Contractor performs an incomplete or improper background investigation.
   2. The Contractor fails to provide full staff coverage in accordance with pages 21-22, sec. XII, "Technical Specifications/Scope of Services".
   3. The Contractor fails to provide properly trained guards in accordance with page 23, Sec. C, "Service Requirements".
   4. The Contractor fails to provide properly licensed guards in accordance with page 25, Sec. D, "Security Guards experience and qualification".
   5. Reassigning a previously suspended guard to any post.
   6. If guard abandons an assigned post.

UNABLE TO SUBMIT A REQUEST FOR PROPOSAL? We sincerely hope this is not the case. If your firm cannot submit a proposal at this time, please provide the information requested in the space provided below and return:

WE_____HAVE RECEIVED THE RFP
(COMPANY NAME)

WE ARE UNABLE TO RESPOND TO THE RFP AT THIS TIME DUE TO THE FOLLOWING REASONS:

COMPLETE INFORMATION BELOW:

SIGNATURE:	
TITLE:	
STREET ADDRESS: (OR)	
P.O. BOX:	
CITY:	
STATE:	ZIP CODE:
TELEPHONE/AREA CODE: ( )	
EMAIL ADDRESS:	

RETURN THIS UNABLE TO SUBMIT FORM ONLY TO:
CITY OF HALLANDALE BEACH
GENERAL SERVICES DEPARTMENT
400 SOUTH FEDERAL HIGHWAY, ROOM 242
HALLANDALE BEACH, FL 33009
REQUESTS FOR PROPOSAL CONTRACT RFP NO. FY2011-2012-001 SECURITY GUARD SERVICES FOR THE THREE ISLANDS AND GOLDEN ISLES SAFE NEIGHBORHOOD DISTRICTS

LIST OF ADMINISTRATORS AND DEPARTMENT'S LIAISONS

1.	CITY MANAGER
	Mark Antonio, City Manager
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	(954) 457-1300
2.	CHIEF OF POLICE
	Dwayne Flournoy, Chief
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	(954) 457-1411
3.	MAJOR
	Ken Cowley, Major– Administrative Services Division
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	(954) 457-1434
4.	SERGEANT
	Terence Thouez, Sgt. Internal Affairs
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	(954) 457-1416
5.	GENERAL SERVICES/PURCHASING DIVISION DIRECTOR
	Andrea Lues
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	(954)457-1332 (OR)
6.	GENERAL SERVICES/PURCHASING SPECIALIST
	Joann Wiggins
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	(954)457-1331

PUBLIC ENTITY CRIME FORM

NOTICE OF REQUEST FOR PROPOSAL

SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a), FLORIDA STATUTES, PUBLIC ENTITY CRIME INFORMATION

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

By:_____

Title: _____

Signed and Sealed_____day of _____, 2011

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PURPOSE OF RFP
INTRODUCTION / INFORMATION

I. PURPOSE

The City of Hallandale Beach is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide unarmed, trained, uniformed security guards for the Three Islands and Golden Isles Safe Neighborhood Districts.

Proposers are encouraged to provide a proposal package for the entire scope of services. However, proposers may respond to only selected items by providing "NO PROPOSAL" in those sections of the Cost Proposal Form and noting same in Variance section of this proposal package.

The use of subcontractors will not be allowed for the services required by this RFP, unless there are special circumstances approved by the City. It is the intent of this contract to require the primary contractor to provide all services required.

The City will enter into one or more Agreements as a result of this RFP. Firms responding to this RFP may respond to provide services for one or more of the required services as detailed below.

II. ADDITIONAL BACKGROUND INFORMATION

The City of Hallandale Beach is a City Manager/City Commission form of government. It serves an area of approximately 4.4 square miles with a population of approximately 35,000. The City's fiscal year begins October 1st and ends September 30th.

III. PROPOSAL MINIMUM QUALIFICATION REQUIREMENTS:

- Provide a letter on your company's letterhead indicating your firm has a minimum of five (5) years of experience providing the services requested in this RFP. The firm responding must possess a minimum of five (5) years experience under its current business name.

- Provide five (5) references of projects of a similar size, scope and complexity that have been completed by your company within the last five (5) years. Provide the name of company/owner/business, contact name of individual and his role/title, address of the company, and telephone number for which the services were provided. The City will call the names and numbers provided as the references for the rating criteria.

- Firms must be properly licensed in the State of Florida and hold the applicable licenses for Broward County.

- All security guards assigned to the Contract shall have a Class D Security License to perform security guard services in accordance with Chapter 493, of the Florida Statutes.

IF THE MINIMUM QUALIFICATIONS ABOVE ARE NOT MET THE PROPOSER'S SUBMITTAL WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED.

IV. QUESTIONS REGARDING RFP:

For information pertaining to this Request for Proposals (RFP), contact Purchasing Department at (954)457-1331. Such contact shall be for clarification purposes only. Changes, if any, to the scope of the services or proposal procedures will be transmitted only by written addendum.

V. CONE OF SILENCE:

Per Section 2.3 (e) of the City of Hallandale Beach Code of Ordinances, Lobbyists shall cease all contact and communication with the City Commission forty-eight (48) hours before the date set for a decision on a matter, unless contacted by a City Commissioner. No City board, agency or committee shall have contact forty-eight (48) hours before the date set for a decision on a matter.

VI. LOBBYIST REGISTRATION:

Registration. Every lobbyist shall file the registration with the City Clerk's Office on the form provided by the City. Under no circumstances shall a lobbyist working for the City lobby the City Commission.

Annual registration. Commencing January 1, 2005, and annually thereafter, every lobbyist shall submit to the City Clerk's office a signed statement under oath identifying themselves and their respective principals or clients and/or the party they represented on City matters over the past year or in accordance with administrative policy. Such annual disclosure statements shall be submitted on the form provided by the City Clerk's Office. A fee of $100.00 shall be paid to the city for annual lobbyist registration.

VII. CONTRACT TERM:

The initial contract period shall be for three (3) years, commencing upon award by the City Commission. **Your firm's proposal submission shall be valid until such time as City Commission awards a contract as a result of this RFP.**

There are two (2) yearly renewals terms which are contingent upon satisfactory services and available funding. Total contract terms, including renewals, are five (5) years.

Contract may be cancelled within thirty (30) days with a written notice by the City of Hallandale Beach.

VIII. CONTRACT COST:

No cost increase will be accepted during the initial contract period of one (1) year.

IX. SCRUTINIZED COMPANIES

The City, entering into a contract for goods or services of $1 million or more, entered into or renewed on or after July 1, 2011, can terminate such contract at the option of the City if the company awarded the contract is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

X. SUBMISSION OF PROPOSALS

The following format must be followed for the submission of firm's responses to the RFP.

The outline for items # 1 through 13 below must be followed since the Evaluation Committee will read your company's responses as the basis for its evaluation.

Provide five (5) complete proposals and one (1) electronic true and exact copy on a CD to include the following:

1. Title Page
   It should show the request for proposal's subject, the firm's name; the name, address and telephone number of the contact person; and the date of the proposal. **With this title page your firm must also clearly provide all the information required to meet the Proposal's Minimum Qualification Requirements requested on page 2. It may be provided as an attachment or a continuation of the title page.**

2. Table of Contents

3. Transmittal Letter
   A signed letter of transmittal by an authorized officer of your company briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes to be best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer until such time as City Commission awards a contract as a result of this RFP.

4. General Requirements
   The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake the work for the City of Hallandale Beach in conformity with the requirements of the specifications in the RFP. As such, the substance of the proposals will carry more weight than their form or manner of presentation. The proposal must demonstrate the qualifications and experience of the firm and of the particular staff to be assigned to the Project.

   The proposal should address all points outlined in the specifications, plans and RFP. The proposal should be prepared simply and economically, providing straightforward, concise description of the proposer's capability to satisfy the requirements of the RFP.

While additional data may be presented, the information requested in items 1 through 13, must be included. Items 1-13 represent the criteria against which the Proposal will be evaluated.

5. License to Practice in Florida
An affirmative statement should be included indicating that the firm and all assigned key professional staff possess all licenses and certifications required to provide the requested services in the State of Florida and Broward County.

6. Firm Qualifications and Experience
Indicate the firm's number of years of experience in providing the required services.

The proposal should indicate the total number of employees of the firm, including the number of staff in the local office, the staff to be employed for the City's Project on a full-time basis, and the number of the staff to be employed on a part-time basis.

Provide a list of government and private clients your firm has on contract through 2016. Please provide the amount of each contract and a brief description of the services, including the number of employees your firm is supervising on each project.

7. Team's Experience/Qualification

- Provide a list of the personnel to be used on this project and their qualifications. A resume of key management personnel, including education, experience, and any other pertinent information shall be included for each member to be assigned to this project.

- List all similar services undertaken in the past two (2) years. Describe the scope of each service and the cost. Describe the responsibilities, and provide the name and contact telephone number of an individual in a position of responsibility who can attest to activities in relation to the projects.

- Provide the name(s) of the person, within your organization who was most actively responsible with managing each project.

- List and describe all legal claims against any person or firm that is a member of the team alleging error and/or omissions, or any breach in professional ethics, including those settled out of court, during the past five (5) years. If not applicable, please so state.

8. Project Manager's Experience

- Provide a comprehensive summary of the experience and qualification of the individual(s) who are proposed to serve as the Project Manager(s) for the City's Contract. These individuals must have a minimum of (5) five years experience in their designated professional specialization.

- List the name, title or position, and duties of management or senior position that will be assigned to this Project. For each individual, include a resume or summary of qualifications and experience that demonstrates the person's knowledge and understanding of the type of services to be performed.

9. Past Performance (References)
Provide five (5) references of projects of a similar size, scope and complexity that have been completed by your company within the last five (5) years which demonstrate the experience of the company and team that will be assigned to provide the services as required by this Project. Please provide the following information for reference:

- Client name, address, phone number, email.
- Description of the scope of work.
- Total cost of services.
- Total value of all change orders on the project.

10. Proposer's Approach to the Project
Proposer should demonstrate in their Proposal the approach to the Project for the work required under this Project, including, but not limited to, staffing and manpower requirements, proposed schedules, performance benchmarks and plans.

11. Financial Resources
Provide evidence of your company's financial stability and sufficient financial resources to complete a project of this scope.

Please advise if there are any anticipated changes of ownership or control of your company.

12. Training and Support
Training and support are a consideration in awarding this proposal. Include any and all training your company provides staff with your proposal. This could be in the form of a list of training courses, manuals and/or certifications required for staff during a year.

13. Cost Proposal
Please provide cost for all services and expenses necessary for the Project in the Cost Proposal Form sheet. For submission of costs for this Project see page 32.

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REQUEST FOR PROPOSAL (RFP) TENTATIVE SCHEDULE

THE DATES SHOWN BELOW ARE TENTATIVE AND ARE NOT BINDING AND MAY BE SUBJECT TO CHANGE.

RFP ADVERTISING DATE	AUGUST 5, 2011
RFP DOCUMENT RELEASED	AUGUST 5, 2011
QUESTIONS	WILL ONLY BE ANSWERED AT MANDATORY PRE-PROPOSAL MEETING
MANDATORY PRE-PROPOSAL MEETING	AUGUST 31, 2011 @ 11:00 AM
RFP DEADLINE FOR RECEIPT OF PROPOSALS	SEPTEMBER 9, 2011 @ 4PM
EVALUATION OF PROPOSAL/SELECTION OF FIRMS	TO BE DETERMINED
ORAL INTERVIEWS – (IF REQUIRED)	TO BE DETERMINED
CONTRACT AWARD BY CITY COMMISSION – ESTIMATED	TO BE DETERMINED
PROJECT START DATE – ESTIMATED	TO BE DETERMINED

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XI. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all responses made to the City of Hallandale Beach by all prospective Proposers. The City of Hallandale Beach reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer(s) or take any other actions that may be deemed to be in the best interest of the City of Hallandale Beach.

XII. DEFINITIONS

"City" the City of Hallandale Beach or the City Commission, a municipal corporation of the State of Florida.

"City's Contract Administrator" means the City's representative duly authorized by the City Commission, City Manager, and/or Police Department to provide direction to the Contractor regarding services provided pursuant to this RFP and the Contract.

"Contract" and "Contract Documents" means the agreement for construction of the Project to be entered into between the City and the Successful Proposer/Contractor.

"Contractor" the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

"Local Business" pursuant to Section 23-105 of the Code of Ordinances of the City of Hallandale Beach, Florida, business who maintains a place of business within the City limits; business who maintains a place of business within the County; business who maintains a place of business within the State of Florida, in this order.

"Notice to Proceed" means the written notice given by the City to the Contractor of the date and time for work to start.

"Project Manager" means the Contractor's representative authorized to make and execute decisions on behalf of the Contractor.

"Proposal" means the proposal or submission submitted by a Proposer. The terms "Proposal" and "Bid" are used interchangeably and have the same meaning.

"Proposer" means one who submits a Proposal in response to a solicitation. The terms "Proposer" and "Bidder" are used interchangeably and have the same meaning.

"Proposal Documents" the Request for Proposals, Instructions to Proposers, Technical Specifications, plans and attachments and the proposed Contract Documents (including all Addenda issued prior to the opening of Proposals).

"Successful Proposer" means the qualified, responsible and responsive Proposer to whom City (on the basis of City's evaluation as hereinafter provided) makes an award.

XIII. SUBMISSION AND RECEIPT OF PROPOSALS

1. Proposals to receive consideration must be received on or prior to the specified time and date of opening, as designated in the proposal.

2. Unless otherwise specified, firms **MUST** use the proposal form(s) furnished by the City. Failure to do so may be cause for rejection of proposal. Removal of any part of the proposal forms may invalidate proposal.

3. Proposals having any erasure or corrections **MUST** be initialed by the Proposer in INK. Proposals shall be signed in INK; all forms shall be typewritten or printed with pen and ink.

4. **THERE WILL BE ONE (1) MANDATORY PRE-PROPOSAL MEETING: SCHEDULED FOR WEDNESDAY, AUGUST 31, 2011 @ 11:00 A.M., AT CITY OF HALLANDALE BEACH MUNICIPAL COMPLEX, CITY HALL, CITY COMMISSION CHAMBERS, 400 SOUTH FEDERAL HIGHWAY, HALLANDALE BEACH, FLORIDA, 33009.**

   ATTENDANCE AT THE PRE-PROPOSAL MEETING IS MANDATORY. PLEASE MAKE SURE YOUR FIRM ATTENDS THE MANDATORY PRE-PROPOSAL MEETING AND SIGNS IN. THE ATTENDANCE SHEET WILL SERVE TO ASCERTAIN ATTENDANCE BY YOUR FIRM.

   PLEASE REVIEW THE RFP AND BRING YOUR QUESTIONS TO THE MANDATORY MEETING SINCE IT WILL BE THE ONLY OPPORTUNITY TO ASK QUESTIONS.

   IF YOU DO NOT ATTEND THE MANDATORY PRE-PROPOSAL MEETING YOUR RFP SUBMISSION WILL NOT BE ACCEPTED.

5. **PROPOSERS MUST PROVIDE FIVE (5) COMPLETE SETS OF PROPOSALS AND ONE (1) ELECTRONIC TRUE AND EXACT COPY ON A CD.**

PROPOSALS SHALL BE SUBMITTED IN SEALED ENVELOPES. PROPOSALS MUST BE MAILED OR HAND DELIVERED TO:

CITY OF HALLANDALE BEACH
GENERAL SERVICES DEPARTMENT
400 SOUTH FEDERAL HIGHWAY, ROOM 242
HALLANDALE BEACH, FL 33009
REQUESTS FOR PROPOSAL CONTRACT RFP NO. FY2011-2012-001 SECURITY GUARD SERVICES FOR THE THREE ISLANDS AND GOLDEN ISLES SAFE NEIGHBORHOOD DISTRICTS

NOTE: Failure to comply with all items stated in the RFP may be cause for rejection of the Proposal.

6. **DATE/TIME OF PROPOSAL SUBMITTAL:**

Plainly mark on the outside of the envelope, the Proposal Number, Item Identification and Time and Date of Proposal Receipt.

IT WILL BE THE SOLE RESPONSIBILITY OF THE PROPOSER TO ENSURE THAT THE PROPOSAL REACHES THE OFFICE OF THE CITY CLERK OFFICE, CITY OF HALLANDALE BEACH ON OR BEFORE: FRIDAY, SEPTEMBER 9, 2011 @ 4:00 P.M.

7. **BID GUARANTEE AND BOND REQUIREMENTS:**

Bid Guarantee. Each Proposer must submit with his/her proposal, a bid guarantee in the form of a Bid Bond, Certified Check, Cashier Check, in the amount of five percent (5%) of the total RFP cost, payable to the City of Hallandale Beach.

Performance Bonds and Payment Bond Form: The bidder/proposer to whom award is made shall, within five (5) calendar days after the date of award, furnish a performance bond with good and sufficient surety acceptable to the City of Hallandale Beach.

Performance Bond: The penal sum of the performance bond shall equal one hundred percent (100%) of the contract cost.

8. **PROPOSAL ACCEPTANCE PERIOD:**

Proposer warrants by virtue of submitting a proposal that costs, terms and conditions quoted in the Proposal will remain firm for acceptance by the City for a period of one hundred and twenty (120) days from the date of Proposal opening, unless otherwise stated by the City.

9. **PUBLIC RECORDS:**

Sealed bids, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exernpt and cite the legal authority for the exemption. City's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the City, and to defend, indemnify, by Counsel chosen by the City Attorney, the City and City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

10. **ADDENDA AND MODIFICATIONS:**

All addenda and other modifications to the documents or this RFP made prior to the time and date of proposal opening shall be issued as separate documents identified as changes to the proposal project document. The City shall make reasonable efforts to issue addenda within seven days prior to proposal opening.

If any addenda are issued, the City will attempt to notify known prospective Proposers. Addenda to this solicitation will be posted on the City's webpage http://fl-hallandalebeach.civicplus.com/index.aspx?nid=417.

Firms are solely responsible to check the website or contact the General Services/Purchasing Department prior to the Proposal submittal deadline to ensure addenda has not been released. All Proposals shall be construed as though all addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the City.

11. **BRAND NAMES:**

If and whenever in the specifications a brand name, make name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of materials **ONLY.** Since the City does not wish to exclude other competition and equal brands or makes, the phrases **"OR APPROVED EQUAL OR SIMILAR"** is added.

However, if a product other than that specified is proposed, it is the vendor's responsibility to name such a product within the proposal and to prove to the City that said product is equal to that specified and to submit brochures, samples and/or specifications in detail on item(s) proposed. The City shall be the sole judge concerning the merits of proposals submitted.

12. **QUALITY:**

All materials used for the manufacture of any supplies, materials or equipment covered by this proposal shall be high quality and highest grade of workmanship.

13. **ACCEPTANCE OF MATERIAL:**

The item(s) delivered under this proposal shall remain the property of the seller until physical inspection and actual usage of the item(s) and/or services are made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with the specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller and return the product(s) to the seller at the seller's expense.

14. **VARIATIONS TO THE SPECIFICATIONS:**

For purposes of evaluation, Proposer **MUST** indicate any variances from the City specifications, no matter how slight. If variations are not stated in proposal, it will be assumed that the product or service fully complies with City specifications, terms and conditions.

15. **PERFORMANCE:**

It is the intention of the City to obtain the products and services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the Scope of Service. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these products from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or City residents.

16. **DELIVERY:**

Time is of the essence. City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made at the time specified on the proposal form.

17. **DEFAULT PROVISION:**

In case of default by the successful firm the City of Hallandale Beach may procure the items or services from other sources and hold the firm responsible for any excess cost occasioned or incurred thereby.

18. **COPYRIGHTS AND/OR PATENT RIGHTS:**

Proposer warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing of selling the goods, shipped or ordered, as a result of this proposal and the Proposer agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

19. **SAFETY AND SITE STANDARDS:**

The Proposer warrants that the service & products to the City conform in all respects to the standards set forth in the Occupational Safety & Health Act (O.S.H.A.) and its amendments; failure to comply with this condition will be considered a breach of contract. Firm shall maintain a clean site at all times and adhere to all current O.S.H.A. requirements.

20. **TAXES:**

The City of Hallandale Beach, Florida is exempt from any taxes imposed by the State of Florida and/or Federal Government. State Sales Tax Exemption Certificate No. 16-04199765-54C; United States Treasure Department, I.R.S. No. 59-6000333, applies and appears on each City of Hallandale Purchase Order. Exemption Certificates provided on request.

21. **FAILURE TO SUBMIT PROPOSAL:**

If you do not submit a proposal, PLEASE return the form, **"UNABLE TO SUBMIT A PROPOSAL",** stating thereon and request that your name be retained on the City mailing list, otherwise, your name will be removed from the City's bid mailing list.

22. **SIGNED PROPOSAL CONSIDERED AN OFFER:**

The signed Proposal shall be considered an offer on the part of the Proposer or firm, which offer shall be deemed accepted upon approval by the City Commission of the City of Hallandale Beach, Florida and in case of default on the part of the successful Proposer or firm, after such acceptance, the City may take such action as it deems appropriate, including legal action, for damages or specific performance.

23. **LIABILITY, INSURANCE, LICENSES AND PERMITS:**

Where Proposers are required to enter onto City of Hallandale Beach property to deliver materials or perform work or services, as a result of proposal award, the Proposer will assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required. The Proposer shall be liable for any damage or loss to the City occasioned by negligence of the Proposer (or agent) or any person the Proposer has designated in the completion of a contract as a result of the proposal.

24. **RESERVATION FOR REJECTION AND AWARD:**

The City of Hallandale Beach reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request re-submission of proposals. The City also reserves the right to award the contract on such material the City deems will best serve its interests.

The City also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Department personnel). In addition, the City reserves the right to cancel any contract by giving thirty (30) days written notice. **The City reserves the right to negotiate the type and cost of specific types of services to be purchased. These negotiations may be held with one or more proposers, as is deemed in the best interest of the City.**

25. **OMISSION OF INFORMATION:**

Any omissions of detailed specifications stated herein, that would render the materials/services not suitable for use as specified, will not relieve the Proposer from responsibility.

26. **SAMPLE FORM CONTRACT:**

The City's Form Contract is attached as part of this solicitation. The Vendor's submission of an RFP response without identifying variances expressly acknowledges and formally evidences the Vendor's acceptance of all terms and conditions of the form Contract. Any and all variances must be submitted in writing by the Vendor.

27. **INSPECTION OF FACILITIES / SITE VISIT:**

Vendors wishing to inspect facilities where services are to be rendered must make an appointment by contacting Sergeant Terence Thouez at 954-457-1416.

THREE ISLAND SAFE NEIGHBORHOOD DISTRICT
241 THREE ISLAND BOULEVARD
HALLANDALE BEACH, FL 33009

GOLDEN ISLES SAFE NEIGHBORHOOD DISTRICT
424 LAYNE BOULEVARD
HALLANDALE BEACH, FL 33009

28. **PROPOSER'S COSTS**

The City shall not be liable for any costs incurred by proposers in response to the RFP.

29. **INVOICES/PAYMENT**

Contractor shall submit invoices detailing billing costs per hour no more than on a monthly basis, following commencement of work.

30. **ENCLOSURES:**

One (1) complete set of General Instructions
Specifications and Proposal Forms
Form Contract including Insurance Requirements
Public Entity Crime Form

XIV. TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES FOR SECURITY GUARD SERVICES

A. Description of Locations:

1. THREE ISLAND SAFE NEIGHBORHOOD DISTRICT
241 THREE ISLAND BOULEVARD
HALLANDALE BEACH, FL 33009

2. GOLDEN ISLES SAFE NEIGHBORHOOD DISTRICT
424 LAYNE BOULEVARD
HALLANDALE BEACH, FL 33009

Both District requirements must be in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

THREE ISLAND SAFE NEIGHBORHOOD SPECIFICATIONS:

The Three Islands Safe Neighborhood District is requesting a proposal for the following:

Three Island Safe Neighborhood District requires a rover. The vehicle must be provided by the Contractor, to patrol the District, forty (40) hours a week, fifty two (52) weeks a year (all holidays included).

There are two entrances, marked by guardhouses, to the Three Islands Safe Neighborhood District located at Atlantic Shores Blvd. and Three Islands Blvd. Stop signs located on Three Islands Boulevard and Atlantic Shores Boulevard at the guardhouses require every vehicle to stop.

The "rover" will be a trained uniformed security guard, unarmed, who will operate a marked vehicle with functioning emergency lights affixed to the top of the vehicle. The "rover" will be tasked with patrolling the entire District between both entrances (guardhouses). The District includes a guard house on Atlantic Shores Blvd. to Three Island Blvd., a guard house on Three Island Blvd. North to the Harbor Island Complex and all of Parkview Dr. and Leslie Drive.

A written procedure must be in place to ensure that guards are on duty, are alert, and cameras are being monitored for proper functioning at all times.

It is not the policy of the Three Islands Safe Neighborhood Districts to deny entrance to anyone. Therefore, the security guards will not be empowered to deny entrance to or be permitted to eject anyone. A telephone will be provided by the Districts inside the guardhouses so the on-duty guards may summon assistance from the police department should the guards at either guardhouse have reason to believe such assistance is necessary and in good judgment.

GOLDEN ISLES SAFE NEIGHBORHOOD SPECIFICATIONS:

The Golden Isles Safe Neighborhood District is requesting proposal for the following options:

Option A: Golden Isles Safe Neighborhood District requires uniformed security guard to man a guard house post, twenty-four (24) hours a day, seven (7) days a week, 365 days a year (all holidays included). Uninterrupted, continuous coverage is required.

Option B: Golden Isles Safe Neighborhood District requires the coverage outlined in option A and in addition a "rover" vehicle and driver (as defined above) to patrol the District, forty (40) hours a week, fifty two (52) weeks a year (all holidays included).

It is not the policy of the Golden Isles Safe Neighborhood Districts to deny entrance to anyone. Therefore, the security guards will not be empowered to deny entrance to or be permitted to eject anyone. Guards may be requested to walk behind a vehicle in the visitor lane and write down the license plate before raising the gate and permitting the vehicle to proceed. A telephone will be provided by the Districts inside the guardhouses so the on-duty guards may summon assistance from the police department should the guards at either guardhouse have reason to believe such assistance is necessary and in good judgment.

The security guards will be required to operate (raise and lower) guard arms for vehicles entering the Golden Isles Safe Neighborhood District, as further described below and ask "May I assist you".

There are two entrance lanes for Golden Isles/Layne Blvd, one (1) lane used for residents and one lane (inside lane next to guardhouse) for visitors/commercial vehicles. The barrier gate (10 feet in length) for the resident's entrance lane will be activated by transponders placed within resident's vehicles. Visitors will only be allowed entry through guard activation of the gate. Stop signs provided by the City will mandate that all vehicles come to a full stop for both lanes.

For the Golden Isles District, residents may purchase transponders via Contractor to open the gate arm in the entering resident lane. Since purchase of the gate openers is not mandatory, the guard shall also open the guard gate in the entering resident lane for residents without gate openers or for visitors who use the resident lane. The two exit lanes out of the District will be equipped with guard gates which will be automatically activated by loop detectors.

B. Surveillance & Transponder System

Through this RFP the City is also requesting the security guards to monitor the surveillance system presently in place and notify the Safe Neighborhood District Liaison of any malfunctions. The security guards will be required to constantly monitor the operation of a surveillance system at the guardhouse located in the Golden Isles Safe Neighborhood District. The guard is required to routinely check the monitor to ensure that clear, crisp

recording is being displayed on the monitors by each of the cameras. This routine function must be accomplished hourly to ensure that the angle of the cameras and the quality of the image is acceptable. Should such not be case, the guard is to immediately contact the supervisor. Supervisor is to notify City Liaison as soon as possible.

The contractor will administer the transponder system for the Golden Isles Safe Neighborhood District to include providing transponder units. The contractor will distribute the transponder units to Golden Isles Neighborhood residents upon their request, log and update the data on the transponder software at their expense. The transponder units and software are presently provided by SIRIT Inc.

Therefore, the awarded Contractor must be or become an authorized provider for SIRIT software within 60 days of award. Contractor will be subject to fines up to 1% of the yearly contract award total for every thirty days (30) not licensed after 60 days of award of service to the Golden Isles Safe Neighborhood District. This deduction will continue every thirty (30) days of violation until a resolution is deemed satisfactory by the city. The contractor can charge residents for transponder units. **The price of the individual transponder unit per vehicle will be included in the Contractor's proposal.**

C. Service Requirements

1. Shall provide qualified, competent, experienced security guards with full understanding of the job requirements as described. Training and support are a consideration in awarding this proposal. Include any and all training your company provides staff with your proposal. This could be in the form of a list of training courses, manuals and/or certifications. Please also provide a list of standard equipment that would be provided to the staff servicing both locations.

2. Shall provide and cover employee's breaks, including lunches, rest periods, personal needs, etc., while still maintaining the required continuous security services around the clock, seven days a week, 365 days a year. The Guardhouses afford restroom facilities with toilet and sink, a counter for use of the guard and chair(s).

3. Shall provide a "rover" vehicle and security guard a valid FL. driver's license to conduct security checks/services throughout the District.

4. Shall have available experienced management staff during all 24 hours that service is being provided. Management shall have the overall responsibility for supervising security. Such management shall be authorized to represent and act on behalf of the Contractor, meet with the City Manager or designee to discuss contract performance and work as necessary to assure satisfactory performance of the contract.

5. Management will also provide a contact telephone number for the public to lodge complaints/commendations. Management will respond to callers and provide a log of calls to include the date and time of call, the name of the caller, the reason for the call and the resolution. This log will be made available to the appointed City designee.

6. Management will assure the security guards are punctual and guardhouse is manned at all times and that all duties are performed, per written post orders and Contract specifications. Anytime a guard is not available for duty at any site, or fails to report on-site for duty, the on-duty supervisor shall be responsible to provide immediate replacement. All guards shall be on site at appointed time as no delays are acceptable. At no time shall the guard station be unmanned.

7. Will provide and post the guard work-shift schedule and post orders at the guardhouse. The work-shift schedule will be updated immediately when changes occur. Copies of the work-shift schedule will be provided to the City upon request. In addition, an ample supply of blank forms will be kept and used to record all events, such as unsafe conditions or calls to the Hallandale Beach Police Department which may require further action. These forms shall also be used to note other information that needs to be brought to the attention of the City.

8. Will make daily shift reports regarding the performance of a guard's shift and special reports regarding any problems or incidents during a shift. These reports must be maintained by Contractor and made available to the City at time of request. Incident reports must be faxed to the City designee within twenty-four (24) hours of incident occurrence.

9. Will provide all security guards with a uniform and an I.D. card to be worn conspicuously while on duty.

10. Will ensure that security guards will abide by all rules and regulations as set forth by the Contract and both Districts.

11. Shall be responsible for deportment, appearance, conduct and supervision of all security guards concerned with the operation of the security service applicable to this contract. All such personnel under the responsibility of the Contractor are to behave in a completely respectable manner, observe the doctrines of public servant behavior, polite, courteous, cooperative and pleasant in the conduct of the security duties.

12. Will remove from service location any employee who the City Manager or designee requires in the best interest of the City and/or the District.

13. Make random and routine checks of on duty personnel for proper performance of duty. The City reserves the right to establish a specific security guard schedule, at no additional cost to the City. All management checks will be logged by the Contractor and made available to the City each week for review.

14. Shall provide its own direct independent and uninterrupted communication link between the guard and the Contractor's base of operations. The security guard must be able to access the communications device without leaving the site. Leaving the site to initiate such communication is not acceptable if it means the site is unguarded.

15. The Contractor shall be fully responsible for ensuring the guardhouse interior is kept in a safe, clean and unaltered condition. This includes cleaning and removing food items that attract insects. All property damage to the facility's interior or exterior resulting from the contractor and/or guards shall be repaired at the contractor's expense.

16. Use of telephones by guards. The telephone in the guardhouse shall be adjusted for local calls only. Contractor is responsible for payment of any long distance calls made while security personnel are on-duty.

    Telephones are for emergency purposes only and shall not be used by the guards for non-emergency reasons, including personal calls.

17. The Contractor will be subject to financial redress should guards fail to perform their duties as defined in the contract after repeated documented warnings.

18. Outline your firm's current hiring and retention practices, to include:

    1. Detail the level and types of background checks used. i.e. Fingerprint checks
    2. Does your firm provide proper and ongoing training? If so, please explain.

D. Security Guards experience and qualifications:

All security guards assigned to the Contract shall be qualified and have a Class D Security License to perform security guard services in accordance with Chapter 493, of the Florida Statutes. The licenses are issued and regulated by the Division of Licensing of the Florida Department of Agriculture and Consumer Services.

The Florida Department of Agriculture and Consumer Services, Division of Licensing Class D Security Officer Handbook describes a security officer as follows:

> A "security officer" means any individual who, for consideration, advertises as providing or performs bodyguard services or otherwise guards persons or property; attempts to prevent theft or unlawful taking of goods, wares, and merchandise; or attempts to prevent the misappropriation or concealment of goods, wares or merchandise, money, bonds, stocks, notes, or other documents, papers, and articles of value or procurement of the return thereof. The term also includes armored car personnel and those personnel engaged in the transportation of prisoners.

A Class D Security License is necessary to perform unarmed private security guard services in the state of Florida.

The type of work to be performed by security guards is independent, requiring considerable public contact. Work requires the application of independent judgment and the carrying forth of policies and procedures. Operation of guard gate arms and the monitoring of the operation of surveillance equipment are required. Work is performed within general guidelines and is reviewed for compliance with desired results.

In addition, to the above mentioned all security guards must posses:

1. Ability to read, write and speak fluent English.

2. Ability to establish and maintain effective working relationships with the general public and other employees.

3. Ability to operate and monitor the proper and effective operation of specified equipment, including guard gates and surveillance equipment, motor vehicle and communication equipment.

4. Ability to maintain clerical records and prepare written reports as required, and ability to detect and report unsafe conditions.

5. Ability to work effectively and efficiently without direct supervision.

6. Ability to be polite, courteous and cooperative at all times, especially during times of stress.

7. All security guards must be 18 years of age or older. All security guards must have a valid driver's license or state identification card.

8. The Proposer and all employees shall be licensed in accordance with all State of Florida and other applicable requirements. Such licenses must be provided to the City prior to execution of this Agreement.

9. All guards assigned to the Contract must have all licenses and/or permits required by all local, state and federal agencies, as applicable to this position. Licenses shall be documented by the Contractor and provided upon request by the City. Contractor must be able to demonstrate that employees assigned to this contract have satisfactory security work experience and training. Upon request, and during normal working hours, the contractor shall make available to the City Manager or designee, all personnel files of employees engaged in work under this contract.

10. All guards assigned to this contract must receive must be able to understand all written post. Guards should be able to demonstrate this knowledge when requested by the contractor or representatives of the District or City.

11. Personal cleanliness is mandatory. This includes neat hair styles and application of cosmetics that are not excessive. Guards are to be dressed in clean, neat uniforms with identification badges and the guard's name clearly visible. All uniforms must be without tears, holes or excessive or unsightly repairs. The City reserves the right to require the immediate replacement of any guard who is not in uniform or who is grossly violating the appearance standards listed above. Please provide a picture of the uniform with the submission of the RFP.

12. A photo identification card issued by the Contractor must be worn by all security guards when at the guardhouses. Upon termination of employment, the Contractor must immediately confiscate any issued identification cards and other security identification.

13. Guards are not allowed to use tobacco, alcohol, drugs, or any type of controlled substances while on duty. Any guard reporting to duty under the influence of the aforementioned will be asked to leave premises and be replaced by a substitute immediately. No firearms or pets are allowed at the guard sites. No smoking is permitted.

14. Guards are to immediately report any confrontations with residents or others entering the District, in accordance with the written post orders.

XV. EVALUATION COMMITTEE AND PROPOSAL EVALUATIONS:

1. **Criteria.** Following the opening of the proposal packages, firms that do not meet the Minimum Qualification Requirements set forth will not be considered further. The firm awarded the Contract will be required to maintain the Minimum Qualification Requirements during the term of the Contract and any contract renewals.

   Firms meeting the Minimum Requirement Qualifications criteria will have their proposal evaluated and scored by the evaluation criteria stated below. All proposers that have met Minimum Qualifications/Requirements criteria will be required to do oral presentations to the Evaluation Committee.

   After oral presentations all proposals will be evaluated by the Evaluation Committee.

NUMBER	CRITERIA LISTED	POTENTIAL POINTS
	Did this firm affirm in their proposal, within the title page and/or as an attachment, that firm meets the Minimum Qualification Requirements outlined on page 2	YES NO
1.	Qualifications and Experience	30
2.	Past Performance (References)	20
3.	Training & License Requirements	10
4.	Resources & Financial Ability	10
5.	Cost Proposal	30
	TOTAL POINTS	100

Evaluation of Cost Proposal

The Cost Proposal will be evaluated in the following manner:

The response with the lowest total Cost Proposal will be given the full potential cost points.

Every other response will be given points proportionally in relation to the lowest cost. This point total will be calculated by dividing the lowest cost submitted by the total cost for the Cost Proposal being evaluated with the result being multiplied by the maximum cost points to arrive as a cost score of less than the full score for cost.

Example: Lowest Cost Proposed gets Total Points = 25 points
Lowest Cost submitted is $100,000 and the Proposer's Proposed Cost being evaluated is $150,000 = So $100,000 /$150,000= .67

.67 * total # of points for cost criteria which is 25 = .67 * 25 = 16.75 which would be the total # of points this Proposer's cost would receive.

The Evaluation Committee may be composed of qualified City Staff and other persons selected by the City to evaluate proposals. City reserves the right, where it may serve the City of Hallandale Beach's best interest, to request additional information or clarification from Proposers.

Notwithstanding anything to the contrary contained herein, the City of Hallandale Beach reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposal which in its judgment, best serves the City of Hallandale Beach.

The City will evaluate proposals and may conduct discussions with, and may require presentations by firms.

Oral presentations may be required from the responsive proposers by the Evaluation Committee to provide an oral presentation in support of what has been provided in the proposals by each firm or to exhibit or otherwise demonstrate the information contained therein for clarification purposes. No new information or material not already provided in the firm's proposal is to be presented during oral presentations.

2. **Local Business.** In addition to the foregoing criteria, Proposers may be entitled to additional consideration for local business certification pursuant to Section 23-105 of the Code of Ordinances of the City of Hallandale Beach, Florida, based on the following:

   (A) First, to proposers who maintain a place of business within the City limits;
   (B) Second, to proposers who maintain a place of business within the County; and
   (C) Third, to proposers who maintain a place of business within the State.

   Proposers must provide a copy of the firm's Occupational License, State License and Certificate of Competency.

   An award based upon local business certification will be awarded to a Proposer based upon vendors, contractors or subcontractors who are local businesses and whose proposal is within five points of the top ranked/rated Proposer.

XVI. COST PROPOSAL FORM.

The Contractor will provide all services and expenses necessary for the Project as provided in the Cost Proposal Form sheets. This cost is inclusive of all related expenses including contract administration, technical assistance to the City, personnel training and certification, services for security, safety, and associated actions necessary for the Project by the Contractor as defined in the technical specifications, plans, RFP and Contract. For submission of costs for this Project see pages 32-33

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COST PROPOSAL FORM

Print name of Proposer (company name)

_____

To furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

RFP # FY 2011-2012-001 SECURITY GUARD SERVICES FOR THE THREE ISLANDS AND GOLDEN ISLES SAFE NEIGHBORHOOD DISTRICTS

TO:

CITY OF HALLANDALE BEACH
CITY CLERK'S OFFICE
ROOM 242
400 S. FEDERAL HIGHWAY
HALLANDALE BEACH, FLORIDA 33009
RFP # FY 2011-2012-001 SECURITY GUARD SERVICES FOR THE THREE ISLANDS AND GOLDEN ISLES SAFE NEIGHBORHOOD DISTRICTS

The undersigned, as Proposer, hereby declares that the only person or persons interested in the proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Proposal of the contract to which the Work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making Bids or Proposals and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Proposer further declares that he has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the technical specifications and plans for the Work and from his own experience or from professional advice that the technical specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Proposers, Contract, Proposal, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form and Insurance requirements and he has read all addenda prior to the opening of Proposals, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this proposal pertains.

The Proposer proposes and agrees, if this Proposal is accepted, to timely execute a contract with the City in the form attached and to furnish all necessary materials, all equipment, all necessary,

tools, apparatus, means of transportation, and employees necessary to complete the Work specified in the Proposal and Contract, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

NOTE: ANY SCHEDULE OF PROPOSAL ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF PROPOSAL ITEMS AND THE CONTRACT DOCUMENTS, THE CONTRACT DOCUMENTS WILL PREVAIL.

The Proposer further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the contract form.

The Proposer agrees to execute a contract and furnish the executed contract, all required bonds, insurance certificates, and other required information to City within five (5) calendar days after date of award of contract. Failure on the part of the Proposer to timely comply with this provision shall give City all rights and remedies set forth in the Instructions to Proposers.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the contract and the City. However, in utilizing the schedule, the Proposer agrees that in no event shall compensation paid to the Proposer under the contract exceed the dollar amount of the Proposer's proposal amount, as set forth in the attached proposal form.

In no event shall the City be obligated to pay for work not performed or materials not furnished.

Proposer's Occupational License No._____

WITNESS

_____ By: _____
Authorized Signature

_____

(SEAL)

COST PROPOSAL FORM SHEET

No cost increase will be accepted during the initial contract period of one (1) year.

THREE ISLAND SAFE NEIGHBORHOOD DISTRICT

LOCATION	POSITION	HOURS	BILLING RATES	SUB-TOTAL
THREE ISLAND SAFE NEIGHBORHOOD DISTRICT	ROVER	2,080 hrs per year (40 hrs per week *52 wks per year)	$_____/hour	$_____

GOLDEN ISLES SAFE NEIGHBORHOOD DISTRICT - OPTION A

LOCATION	POSITION	HOURS	BILLING RATES	TOTAL
GOLDEN ISLES GUARDHOUSE	GUARD	8,760 hrs per year (24 hrs*365 days per YEAR)	$_____/hour	$_____

GOLDEN ISLES SAFE NEIGHBORHOOD DISTRICT - OPTION B

LOCATION	POSITION	HOURS	BILLING RATES	SUB-TOTAL
GOLDEN ISLES GUARDHOUSE	GUARD	8,760 hrs per year (24 hrs per day *365 days per year)	$_____/hour	$_____
GOLDEN ISLES SAFE NEIGHBORHOOD DISTRICT	ROVER	2,080 hrs per year (40 hrs per week *52 wks per year)	$_____/hour	$_____
			TOTAL	$

The award of Contract is either Option I or II which is to be determined in the best interest of the City of Hallandale Beach. The Evaluation Committee grants a maximum of 30 points for the Cost Proposal criteria to either Option I or II.

Option I

Three Island Safe Neighborhood District **(+)** Golden Isles Safe Neighborhood District - Option A	**= $**

Option II

Three Island Safe Neighborhood District **(+)** Golden Isles Safe Neighborhood District - Option B	**= $**

The price of the individual transponder unit per vehicle will be included in the Contractor's proposal.

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Any variances to the specifications, plans, RFP and/or the Contract must be specified here (provide additional pages if necessary):

THIS PROPOSAL SUBMITTED BY:

COMPANY:
ADDRESS:
CITY & STATE:
ZIP CODE:
TELEPHONE:
DATE OF RFP:
FACSIMILE NUMBER:
E-MAIL ADDRESS:
FEDERAL ID NUMBER:
NAME & TITLE PRINTED:
SIGNED BY:

WE (I) the above signed hereby agree to furnish the item(s), service(s) and have read all attachments including specifications, terms and conditions and fully understand what is required.

The Request for Proposals, Specifications, Proposal Forms, and/or any other pertinent document form a part of this proposal and by reference made a part hereof. Signature indicates acceptance of all terms and conditions of the RFP.

AGREEMENT

Between

CITY of HALLANDALE BEACH, FLORIDA

and

_____

for

_____

This is an Agreement, made and entered into by and between: the CITY OF HALLANDALE BEACH (the "CITY"), a Florida municipal corporation,

AND

_____, a Florida corporation, hereinafter referred to as "CONTRACTOR."

WHEREAS, on _____, the City advertised RFP # FY 2011-2012-001 Security Guard Services For The Three Islands and Golden Isles Safe Neighborhood Districts hereinafter referred to as "RFP"; and

WHEREAS, Contractor submitted a proposal on _____, in response to the City's request; and

WHEREAS, the City Commission awarded on _____ the agreement for performance of the services described in the RFP,

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
TERM

The term of this Agreement shall begin on the date it is fully executed by both parties and shall continue for three (3) years. There are two (2) yearly renewals terms which are contingent upon satisfactory services and available funding. Total contract terms, including renewals, are five (5) years. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

ARTICLE 2
SCOPE OF SERVICES TO BE PROVIDED TO THE CITY

The CITY has employed the CONTRACTOR to provide the services outlined which include but are not limited to:

a) RFP # FY 2011-2012-001 Security Guard Services for the Three Islands and Golden Isles Safe Neighborhood Districts; Exhibit 1.
and
b) Proposals submitted by CONTRACTOR; Exhibit 2, which are hereby incorporated by reference and made part of the agreement.

ARTICLE 3
INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

CONTRACTOR agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of CONTRACTOR, any sub-contractors, their employees, agents, servants, or

officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property.

CONTRACTOR further agrees to indemnify and save harmless the CITY, their officers, agents and employees, for or on account of any injuries or damages received or sustained by any person or persons resulting from any construction defects, including latent defects. Neither the CONTRACTOR nor any of its sub-contractors will be liable under this section for damages arising out of intentional torts of CITY or their officers, agents or employees. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY, shall defend such action or proceeding.

ARTICLE 4
PERSONNEL

4.1 Competence of Staff. In the event that any of CONTRACTOR's employee is found to be unacceptable to the CITY, the CITY shall notify the CONTRACTOR in writing of such fact and the CONTRACTOR shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

ARTICLE 5
INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain for the duration of and in full compliance with the contract insurance against claims for injuries to persons and damage to property which may arise from or in connection with their performance hereunder by the CONTRACTOR, his agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the CONTRACTOR's price.

5.1. MINIMUM SCOPE OF INSURANCE

A. Commercial General Liability, including:

1. Premises and Operations.
2. Products and Completed Operations.
3. Blanket Contractual Liability,
4. Independent CONTRACTORs.
5. Broad Form Property Damage.
6. Personal Injury Liability.
7. Incidental Medical Malpractice.
8. Fire Legal Liability

B. Auto Liability Insurance

C. Workers' Compensation Insurance.

D. Employer's Liability Insurance.

5.2. MINIMUM LIMITS OF INSURANCE

A. Commercial General Liability:

$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

B. Auto Liability

$1,000,000 combined single limit per occurrence for the bodily injury and property damage arising from the operations of all owned, nonowned and hired automobiles.

C. Workers' Compensation:

Workers' Compensation Insurance as required by the State of Florida. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

D. Employer's Liability:

$100,000 limit per occurrence,

$500,000 annual aggregate for disease,

$100,000 limit for disease of an individual employee.

5.3 DEDUCTIBLES AND SELF-RETENTIONS

A. Deductibles/Self-Insurance Retentions Defined:

All deductibles and self-insured retentions must be shown clearly on the Certificates of Insurance and approved by the CITY.

B. Retention Levels:

The CITY has the option to reduce or eliminate any deductible or self-insured retention maintained by the CONTRACTOR.

5.4 POLICY PROVISIONS

The policies shall contain the following provisions:

A. Additional Insured, Certificate Holder and Breach of Warranty Clause:

All insurances shall include as Additional Insured and Certificate Holder the CITY of Hallandale. There are not to be any special limitations on the protection being provided to the CITY, its officials, officers, employees or volunteers.

B. CONTRACTOR's Insurance is Primary:

The CONTRACTOR's insurance coverages shall be primary insurance with respect to the CITY's, its officials', officers', employees', and volunteers' insurances. Any insurance and self-insurance maintained by the CITY, its officials, officers, employees, or volunteers shall be excess of the CONTRACTOR's insurances and shall not contribute with it.

C. Coverage Guaranteed:

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.

D. Occurrence Basis:

The CONTRACTOR's insurances shall be on an occurrence basis as opposed to a claims-made basis. In other words, claims which occur during the policy period can be reported months or years later and still be paid, if they occur during the policy period. Claims-made policies cover only claims which occur and are made during the policy period. In the event occurrence based insurance is not available, use of claims-made insurance may be considered acceptable in limited circumstances, subject to written approval by the Risk Manager.

E. 30 Days Notice:

The following clause shall be included in all policies: This policy shall not be suspended, voided, or cancelled by either party, or a reduction or revision in coverage or limits of coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the CITY.

F. Separation of Insureds:

The definition of insured shall read as follows: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with

respect to the limits of the company's liability". The company, in this context, being the CONTRACTOR's insurance company. If no such definition of the insured is quoted in the insurance, the CONTRACTOR must provide "Cross Liability Clause" or "Severability of Interests Clause" endorsements for all liability insurances.

5.5. ACCEPTABILITY OF INSURANCE COMPANY

A. Best Rating:

Insurance coverage must be with a company with a Best rating A.VII or better.

B. Florida State Licensed:

All insurance policies and bonds herein required of the CONTRACTOR shall be written by a company authorized and licensed to do insurance business in the State of Florida and be executed by agents licensed as agents by the State of Florida.

5.6 VERIFICATION OF COVERAGE

A. Certificates and Endorsements Provided:

The CONTRACTOR shall furnish the CITY with a certificate of insurance specifically stating the bid number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences.

B. Authorized Signatures:

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

5.7 COVERAGE CONTINUATION:

Insurance coverage required in these specifications shall be in force throughout the contract. Should the CONTRACTOR fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the contract, the CITY shall have the right to consider the contract breached and justifying termination thereof.

Compliance by the CONTRACTOR and subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the CONTRACTOR and all subcontractors of their liabilities and obligations under this contract.

If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the contract with the CITY, the CONTRACTOR shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.

5.8 **SUBCONTRACTORS' INSURANCE REQUIREMENTS:**

CONTRACTOR shall include all subcontractors as it's insured under its policies or shall furnish separate certificates and all endorsements for each subcontractor's coverage. All overages for subcontractors shall be subject to all the requirements stated herein.

ARTICLE 6
COMPENSATION

6.1 CITY agrees to pay CONTRACTOR, in the manner specified in Section 6.2, the total amount of _____ Dollars ($_____) for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate

CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses. The contract will not exceed the expenditure of $50,000 during any fiscal year. NOTE – CITY MANAGER'S PURCHASING AUTHORITY IS $50,000 THEREFORE IF THE CONTRACT EXCEEDS THIS AMOUNT COMMISSION APPROVAL IS NEEDED. IF NOT SURE PLEASE CONTACT GENERAL SERVICES.

6.2 **METHOD OF BILLING AND PAYMENT**

6.2.1 Payment shall be due within thirty (30) days of date stipulated on the invoice, provided, invoice is accepted for payment. Payment shall be made only for approved invoices. The CITY retains the right to delay or withhold payment for services which have not been accepted by the CITY. <DEPARTMENTS ARE TO SPECIFY METHOD OF BILLING AND PAYMENT IF DIFFERENT FROM ABOVE, DISCUSS WITH FINANCE IF NECESSARY>

6.3 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6.4 Payment shall be made to CONTRACTOR at:

_____

_____

_____

_____

ARTICLE 7

TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. All Articles in this contract are material and a breach of any Article shall be grounds for termination for cause. This Agreement may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written

notice provided by the CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Agreement for convenience, and that CONTRACTOR shall not be entitled to any consequential damage or loss of profits.

ARTICLE 8
MISCELLANEOUS

8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City's Contract Administrator within seven (7) days of

termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

8.3 PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a CONTRACTOR, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

8.4 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent CONTRACTOR under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever.

8.5 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section.

For the present, the parties designate the following:

FOR CITY:

_____

_____

_____

_____

FOR CONTRACTOR:

_____

_____

_____

_____

8.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Agreement or any right or interest herein without CITY's written consent.

CONTRACTOR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

8.8 CONFLICTS

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

In the event CONTRACTOR is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

8.9 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.10 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.11 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.12 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

8.13 **PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

8.14 **JURISDICTION, VENUE, WAIVER OF JURY TRIAL**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

8.15 **AMENDMENTS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.16 **PRIOR AGREEMENTS**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

8.17 **PAYABLE INTEREST**

8.17.1.Payment of Interest. CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONTRACTOR waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

8.17.2.Rate of Interest. In any instance where the prohibition or limitations of Section 8.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

8.18 **INCORPORATION BY REFERENCE**

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits _____are hereby incorporated into and made a part of this Agreement. <IF THERE ARE EXHIBITS PLEASE PROVIDE THEM WITH THE CONTRACT AND LIST/NAME THEM HERE. IF THERE ARE NO EXHIBITS WRITE N/A>

8.19 **REPRESENTATION OF AUTHORITY**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.20 **MULTIPLE ORIGINALS**

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by Commission action on _____, day of _____, 20____, signing by and through its City Manager, duly authorized to execute same, and

_____, signing by and through its _____,
(name of contractor) (title of authorized officer)
duly authorized to execute same.

CITY

ATTEST: CITY OF HALLANDALE BEACH

_____ By _____
CITY CLERK Mark Antonio, CITY Manager

Approved as to legal sufficiency and form by
CITY ATTORNEY

_____
David Jove, CITY ATTORNEY

Approved for insurance documentation:
Risk Management Division

_____
Jim Buschman, Risk Manager

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

(If incorporated sign below).

CONTRACTOR

ATTEST:

_____
(Name of Corporation)

_____
(Secretary)

By _____
(Signature and Title)

(Corporate Seal)

_____
(Type Name and Title Signed Above)

____ Day of _____, 20___.

(If not incorporated sign below).

CONTRACTOR

WITNESSES:

_____
(PRINT NAME)

_____
(PRESIDENT OR VICE-PRESIDENT)

_____
(PRINT NAME)

NOTARY SEAL