Notice to Bidder: Use Black Ink or Type For Completing the Form.

# **BID FORM**

To:

**CITY CLERK** 

CITY OF KEY WEST, FLORIDA

1300 WHITE STREET

**KEY WEST, FLORIDA 33040** 

Project Title:

CITY OF KEY WEST PRIVATE SECURITY SERVICES,

Project No.:

RFP No. 005-21

### **BIDDER'S INFORMATION**

Name:

KEMP GROUP INTERNATIONAL CORPORATION

Address:

2111 SW 60 WAY

MIRAMAR FL 33023

Contact Name:

JOE FALUADE

Email:

kempgroupintl@aol.com

Telephone:

954-437-7294

Fax:

954-437-8952

# **BID FORM**

# PORT AND MARINA SECURITY SERVICES

The security services for each facility is outlined in the Scope of Work section

LOCATION	UNBURDENED HOURLY RATE (\$)1	RATE IN WORDS	BURDENED HOURLY RATE (\$) <sup>2</sup>	RATE IN WORDS
Key West Bight	\$18.93	Eighteen dollars and ninety-three cents	\$20.99	Twenty dollars and ninety-nine cents
City Marina	\$18.93	Eighteen dollars and ninety-three cents	\$20.99	Twenty dollars and ninety-nine cents
Key West Bight Ferry Terminal	\$18.93	Eighteen dollars and ninety-three cents	\$20.99	Twenty dollars and ninety-nine cents

<sup>&</sup>lt;sup>1</sup> Direct Labor Cost

<sup>&</sup>lt;sup>2</sup> Direct Labor Cost, O/H, G&A, Profit

# SUBCONTRACTORS N/A

The Bidder further proposes that the following subcontracts for the following portions of the work	subcontracting in the event that	firms or businesses will be a the Bidder is awarded the Con	warded tract:
Portion of Work:			
Name:			
Address:			
Portion of Work:			
Name:			
Address:			
Portion of Work:			
Name:			
Address:			
BIDDER			
The name of the Bidder submitting this Bid is: KEN	MP GROUP INTE	RNATIONAL CORPORATION	ł
Doing business at KEMP SECURITY INTERNATION	NAL		
City MIRAMAR Sta	te FL	Zip 33023	
Telephone No. 954-437-7294			
This address is where all communications concerning		e sent.	

The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

Name	Title	
CHRISTINA ADERINOKUN	PRESIDENT	
If Corporation		
IN WITNESS WHEREOF the undersigned affixed by its duly authorized office	gned corporation has caused this instrument to be cers this day of _MAY 20_24	executed and its
(SEAL)		
Name of Corporation KEMP GROUP By: CHRISTINA ADERINOKUN	PINTERNATIONAL CORPORATION	
Title: PRESIDENT		
Attest: Secretary	es eq	
If Sole Proprietor or Partnership		
IN WITNESS hereto the undersigned ha	as set his/her/its hand thisday of	20
Signature of Bidder		
Title		

# NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA )	
SS COUNTY OF MODIFICAL BROWARD	
without collusion with any official of	the only persons or parties interested in this Proposal are is, in all respects, fair and without fraud, that it is made the Owner, and that the Proposal is made without any submitting another Proposal on this Contract.
	By: CANIVIVIL CA
Sworn and subscribed before me this	
21 day of MAY	, 20 <u>21</u>
NOTARY PUBLIC, State of Florida at I	Large PAME ALIAMES
My Commission Expires:	Notary Public - State of Florida Commission # GG 128328 My Comm. Expires Aug 17, 2021

# ANTI - KICKBACK AFFIDAVIT

STATE OF FLORIDA : SS  COUNTY OF BROWARD )	
I, the undersigned hereby duly sworn, depose and say that n paid to any employees of the City of Key West as a commis or indirectly by me or any member of my firm or by an offi	sion, kickback, reward or gift, directly
By: ON WINDER	
Sworn and subscribed before me this	MAY ,
NOTARY PUBLIC, State of FLORIDA at Large	W.
My Commission Expires:  RAMELA I. JAMES Motary Public - State of Florid Commission if GG 128328 My Corrun. Expires Aug 17, 202 Borded through historial Actary Ass	

# SWORN STATEMENT UNDER SECTION 287.133(3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid or Proposal for:

	The state of the s
	CITY OF KEY WEST PRIVATE SECURITY SERVICES
2.	This sworn statement is submitted by KEMP GROUP INTERNATIONAL CORPORATION (Name of entity submitting sworn statement)
	whose business address is 2111 SW 60TH WAY
	MIRAMAR FL
	and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0902392
	(If the entity has no FEIN, include the Social Security Number of the individual
	signing this sworn statement
3.	My name is CHRISTINA ADERINOKUN
	(Please print name of individual signing)
	and my relationship to the entity named above is PRESIDENT
4.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5.	I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes,

trial, or entry of a plea of guilty or nolo contendere.

means

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any officers, directors
executives, partners, shareholders, employees, members, or agents who are active in
management of the entity, nor any affiliate of the entity have been charged with and
convicted of a public entity crime subsequent to July 1, 1989. AND (Please indicate
which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted Proposer list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted Proposer list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted Proposer list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted Proposer list. (Please describe any action taken by or pending with the Department of General Services.)

(Date)

STATE OF FLORIDA

COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

CHRISTINA ADERINOKUN who, after first being sworn by me, affixed his/her

(Name of individual signing)

Signature in the space provided above on this 21 day of MAY , 2021.

My commission expires:

NOTARY PUBLIC

NOTARY PUBLIC

# CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the Proposer expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by Proposer or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Proposer or its subcontractors, material men or agents of any tier or their respective employees.

Proposer:	REMP GROUP INTERNATIONAL CORPORATION	SEAL:
	2111 SW 60TH WAY, MIRAMAR FL 33023	
	Address William () Q1	
	Signature CHRISTINA ADERINOKUN	
	Print Name PRESIDENT	
	Title	
DATE:	5/31/31	
Sworn and subscr	ibed before this day of MAY	2021
NOTARY PUBLI	IC, State of Flanck, at Large	
My Commission I	PAMELA L JAMES  Notary Public - State of Florida  Commission 4 GG 128328  My Corren, Expires Aug 17, 2021  Baceded through Instany Asso.	'wy

# LOCAL VENDOR CERTIFICATION PURSUANT TO CITY OF KEY WEST ORDINANCE 09-22 SECTION 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
  - X Not a local vendor pursuant to Ordinance 09-22 Section 2-798
    - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name	Phone:
Current Local Address:	Fax:
Length of time at this address:	
Signature of Authorized Representative	Date;
STATE OF	COUNTY OF
The foregoing instrument was acknowledged before m	
(Name of officer or agent, title of officer or agent)	of (Name of corporation acknowledging)
or has produced identification(Type of identification)	as identification
	Signature of Notary
Return Completed form with Supporting documents to: City of Key West Purchasing	Print, Type or Stamp Name of Notary
	Title or Rank

# **EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF FLORIDA			
COUNTY OF BROWARD : SS			
I, the undersigned hereby duly swom, depo provides benefits to domestic partners of its to employees' spouses per City of Key Wes	s employees on the san	ne hagis as it provides ha	ATIONAL CORPORATION nefits
	Ву: ≦	Chilling	<del>\</del>
Sworn and subscribed before this	day ofMAY	, 20	)21_
NOTARY PUBLIC, State of FLORIDA	at Large	^ =	
My Commission Expires:		and Dans	

# CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA )
COUNTY OF BROWARD : SS )
I the undersigned hereby duly swom depose and say that all owner(s), partners, officers, directors, EMP GROUP INTERNATIONAL CORPORATION have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence.
By:
Sworn and subscribed before me this
day of MAY 2021.
NOTARY PUBLIC, State of FLORIDA at Large  PAMELA LIAMES Notary Public - State of Florida
My Commission Expires:  Commission # GG 128328 My Comm. Expires Aug 17, 2021

# **PROPOSAL**

CITY OF KEY WEST
RFP #005-21 CITY OF KEY WEST PRIVATE SECURITY SERVICES
Office of the City Clerk
1300 White St
Key West Florida, 33040

Submitted by:

JOE FALUADE

PROJECT MANAGER

Kemp Group International Corporation
PO BOX 471614

MIAMI FL 33247

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### **EXECUTIVE SUMMARY**

Kemp Group International Corporation d/b/a Kemp Security International is a licensed Florida security corporation. Our company has been in operation since 1999. We are licensed through the State of Florida Department of Agriculture.

Our corporate headquarters is within the Tri County Area, allowing the President of the company and top-level managers to be immediately available to answer client concerns and resolve problems as they occur.

Christina Aderinokun, President is the principal who will bind the corporation contractually. Joseph Faluade, Project Manager, who will be the main point of contact, is authorized to make representations for Kemp Group International Corporation. We are located in Broward County. The office address is 2111 SW 60 Way, Miramar FL 33023.

Our major goal is professionalism; our greatest strength is that we are still fundamentally dedicated to reaching it for, every employee and every other client. The management staff here at Kemp Security is well qualified in providing security services. We have the experience and the expertise to provide the best service to the City of Fort Lauderdale. We are a reputable company and have been conducting business in accordance with all local laws and regulations.

We will provide unarmed security services for selected City of Key West owned and leased properties including but not limited to Key West Bight, Key West Bight Ferry Terminal and City Marina. The security guards will patrol by foot and/or golf cart day and night, enforcing rules and regulations, and complete inspections of the property.

We shall provide a full range of management duties including planning, hiring incumbent personnel/recruit personnel, scheduling, writing reports, maintaining records, and quality control.

All work under this contract shall be performed in a safe and hazard free manner. The environment and the public shall be protected at all times.

We will provide qualified, competent, uniformed security officers.

# **EXPERIENCE AND QUALIFICATIONS**

Kemp Group International Corporation is a Florida corporation (incorporated 2001) and is a small local woman minority owned firm. We have over 20 years' experience in providing security guard services. We have the ability to meet time and budget requirements. We have a Security Agency B License, an MB, D and G licenses.

Christina A. Aderinokun, President: Ms. Aderinokun has over fifteen years' experience in management. She is responsible for the overall operation of the company. She evaluates and reviews contracts and participates in the management of the contracts. She will also make routine unscheduled site inspections, respond to violations, job scheduling, making sure all licenses are current, and ensure that all equipment is maintained.

Joseph Faluade, Vice President/Project Manager: Mr. Faluade has over twenty experiences in management. He will be responsible for the overall operation of the contract. He is responsible for training and supervision. Mr. Faluade will be responsible for work scheduling, hiring of staff, extra staffing, and inspections and evaluate security personnel and the upkeep and maintenance of equipment and vehicles.

The office address is 2111 SW 60 Way, Miramar FL 33023. The contact number is 954-437-7294 and the fax is 954-437-8952. The email address is <a href="mailto:kempgroupintl@aol.com">kempgroupintl@aol.com</a>. The point of contact will be Joe Faluade.

We will be able to meet the time and budget requirements.

Currently Kemp Group is providing unarmed security services since November 2020 to Miami Dade County Schools for school board meetings and any after school sporting activities.

We have provided service to the Agency for Work Force Innovation (formerly-Florida Department of Labor), located on Oakland Park Blvd in Ft Lauderdale. We provided 3 unarmed security guards during their business hours. Their responsibilities are to patrol the parking lots, sidewalks, and parking hours. Report all security infractions, observe and report any suspicious or unauthorized activities, provide assistance in emergency situations, escort state employees as well as visitors to their vehicles upon request and make written reports, etc.

We provided armed security guard services to the Florida Department of Transportation-District Four for Martin County and St Lucie rest areas along I-95 for six years for two (2) contract terms. We performed on the previous contract (BA436) for three (3) years from April 1997 to June 2000. Our responsibilities were to ensure the safety of all visitors to the rest areas/welcomes stations and the Department's personnel, assist visitors, enforce all rules and regulations, report any unusual and suspicious activities make rounds around the rest area, and etc.

Also, we have provided unarmed security guard services to FDOT- District Four's Maintenance yard in West Palm Beach for two years beginning in June 1998. The responsibilities were to maintain a log of all visitors, make hourly rounds, make sure doors and windows are secure, safeguard the general public, the Department's personnel and the property of FDOT.

For the Palm Beach County Health Care District, we provided unarmed security guards at their Palm Beach County home located at 1200 45<sup>th</sup> Street in West Palm Beach. The guard's duties were to perform foot patrol around the property and inside the building, safeguard the Department's personnel, patrons and visitors to the facility.

# FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Cartes of the Control of the State of the St

NICOLE "NIKKT" FRIED COMMISSIONER **DIVISION OF LICENSING** 

11/04/20 DATE ISSUED

11/04/23 DATE OF EXPIRATION

BB300016 LICENSE NUMBER

KEMP GROUP INTERNATIONAL CORPORATION

1031 IVES DAIRY RD STE 236 MIAMI, FL 33179

PART TO

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



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NICOLE "NIKKI" FRIED COMMISSIONER

# **BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000 VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DBA:

Business Name: KEMP SECURITY INTERNATIONAL CORP

Receipt #: 329 - 28896
ALL OTHERS (
Business Type: SECURITY GUARD SERVICE)

Owner Name: CHRISTINE A ADERINOKUN

Business Location: 2111 SW 60 WAY

**MIRAMAR** 

**Business Phone: 954-986-2720** 

Business Opened:01/04/1995 State/County/Cert/Reg:B9300027

**Exemption Code:** 

Rooms

Seets.

**Employees** 5

Machines

**Professionals** 

	For Vending Business Only					
	Number of Hachin	198!		Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.0

# THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that It is in compliance with State or local laws and regulations.

### Mailing Address:

KEMP GROUP INTERNATIONAL CORPORATION P O BOX 471614 MIAMI, FL 33247

Receipt #1CP-19-00008488 Paid 08/18/2020 33.00 08/17/2020 Effective Date

2020 - 2021

#### APPROACH TO SCOPE TO WORK

The management team will be used to coordinate services and communicate with the department. We will provide a contact list. They are always available 24 hours a day, 7 days a week to respond to the clients.

The most important objective for providing successful security is to understand exactly what each client's requirements and expectations are. We are then able to ensure that the client's services requirements are met.

Kemp Group International/Kemp Security has grown where it can compete successfully for a contract of any size. We have the flexibility, quality of training and ability to offer such a wide range of services.

We will perform foot patrol and/or use a golf cart to make rounds for parking lots, surrounding areas, common areas; buildings; safe guard client's personnel, patrons/visitors; and escort employees as well as visitors to their vehicles upon request.

We will recruit and maintain a force of qualified and experienced personnel to support the operation of security services. We will hire only qualified personnel, offer competitive wages, maintain employee morale through fair and equal treatment to reduce employee turnover.

If there are any incumbent personnel, they will be interviewed and re-hired. Any incumbent personnel not re-hired, their positions will be filled with qualified employees.

We will use Employ Florida as well as job website to place our job advertisement to attract qualified applicants. Applicants are screened and trained before job placement. This includes adequate job related experience, checking previous employment, and make sure all licenses are current as well as a background check.

We shall manage the total work effort associated with the services required herein to assure full adequate and timely completion of these services. Included in this function will be a full range of management duties including planning, scheduling, report preparation, establishing and maintaining records and quality control. We shall insure that all post are continuously manned during the hours needed. We shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work.

We shall maintain records and reports, become acquainted with and obey all regulations posted or as requested. We shall inspect work to ensure compliance with the contract, documenting through written inspection reports. Complete records of all inspection work performed shall be maintained and made available during the contract performance and thereafter. We shall follow through to assure that all defects or omissions are corrected. Confer with the contracting officer regarding any problems encountered in the performance of work.

We shall arrange for satisfactory supervision of contract work, and be available at all times when the contract is in progress to receive notices and reports. Services shall be performed in conformity with contract requirements. If any problems arise, a mutual effort will be made to resolve all problems identified. If any of the services do not conform to the contract requirements we shall take necessary action to ensure that future performance conforms to the contract requirements.

# Firm's commitment to customer service

We are committed to excellent customer service and total client satisfaction. We commit to timely responses to any issues that may arise. We commit to helping resolve any issues. We commit to being polite and patient. We wish to continually meet the expectations of our valued customers and it is never our wish to inconvenience our valued customers. We are dedicated to the highest quality of customer service.

#### **EDUCATION**

Masters of Business Administration, 1987 Nova University, Ft Lauderdale, Florida.

Bachelor of Business Management, 1982 Ft Lauderdale, Florida

Additional training: typing, adding machine, IBM PC, WordStar, Lotus 1-2-3, D-Base II, Microsoft Windows.

# SUMMARY OF QUALIFICATIONS

Management: Established management policies and procedures, training, scheduling, supervising personnel, quality/quantity control, inventory control, insuring compliance with sanitation and quality regulations, supervising maintenance of equipment, safety control, cash control, payroll, hiring/firing, purchasing, ability to motivate people, dedicated, hardworking, adaptable, and able to make decisions and handle crisis situations effectively.

#### WORK EXPERIENCE

#### 2003-present

Kemp Group International Corporation/Kemp Security International

Senior Manager

Responsible for overall day to day operations of all divisions of the company supervision. Evaluate and review various contracts and specs; participate in the pre-bid conference, bidding, and job estimating. Monitor company's cash flow on a daily basis to ascertain our commitments are met. When necessary, put together financial packages to finance or carry on new and/or existing projects. Interviewing, hiring/firing

and training personnel.

#### 1992-2003

Kemp Services Inc, Hollywood, Florida

Vice President/ C.O.O.

Responsible for overall day to day operations of all divisions of the company. Evaluate and review various contracts and specs; participate in the pre-bid conference, bidding, and job estimating. Monitor company's cash flow on a daily basis to ascertain our commitments are met. When necessary, put together financial packages to finance or carry on new and/or existing projects. Interviewing, hiring/firing and training personnel.

# 1989-1992

Peffco, Miami, Florida

Vice President

Responsible for overall day to day operations of all divisions of the company. Evaluate and review various contracts, participate in the pre-bid conference. Monitor company's cash flow on a daily basis to ascertain our commitments are met. When necessary, put together financial packages to finance or carry on new and/or existing projects. Interviewing, hiring/firing and training personnel.

1988-1992 State of Florida, Department of HRS

Children Youth and Family Counselor

Community Control, Culmer Center, Miami FL

Responsibilities included but not limited to supervising juveniles placed on community control programs. Appearing in court, writing and presenting disposition. Determine and present for court which program is suitable for the clients assigned to me and how many community hours they should serve.

Public Asst. Specialist II, NE 79 Street, Miami FL

Responsible for interviewing and screening clients for various types of public assistance and determined client's eligibility before approving them for the right assistance. This included but not limited to processing and approving of cases.

Public Asst. Specialist I, Jackson Tower, Miami FL

Responsible for interviewing clients and determine client's eligibility for medical assistance and public assistance.

1984-1989 Burger King Corp, Miami FL

**Assistant Manager of Operations** 

Responsible for supervision of 100 employees. Train new assistant managers and crews. Personnel scheduling, inventory control, end of the month P/L statement, budgeting, sales projections and daily cash reports.

1984-1988 Best Security Co, Miami FL

Security Supervisor - Part time

1983-1984 McDonald's Corp, Miami FL

Assistant Manager (supervised 58 employees)

1981-1983 MSI Security, Miami FL

Security Supervisor - Part time

1980-1983 McDonald's Corp, Miami FL

Assistant Manager (supervised 45 employees)

1979-1980 Chris Construction Co, Oregon

Site Supervisor

Supervised 200-1000 workers. Responsible for entire building project including setting out of building. Translation of building plans and deadlines. Employee

payroll, hiring and firing.

1978-1979 Chris Construction Co, Oregon

Foreman

OTHER Hold State of Florida armed & unarmed guard, concealed, security manager

and instructor's licenses.

# REFERENCES

 Miami Dade Schools Police Department 3300 NW 27<sup>th</sup> Ave Miami FL 33142

Contact: Reginald Browne, Director Police Support Operation

Phone: 786-327-0038

Email: rbrowne@dadeschools.net

2. City of Hollywood PO Box 229045

Hollywood FL 33022-9045

Contact: Janice English, Procurement Contract Officer Phone: (954) 921-3345 Fax: (954) 921-3086 ienglish@hollywoodfl.org

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3. City of Pembroke Pines
Public Svc Dpt/Procurement Div
8300 South Palm Drive
Pembroke Pines FL 33025

Contact: Sgt Matthew Dolton, 9500 Pines Blvd, 33024 Phone: (954) 431-2200 mdolton@ppines.com

Contact: Purchasing Manager

Phone: (954) 518-9020 Fax: (954) 518-8902

purchasing@ppines.com

4. City of West Park Florida

PO Box 5710

West Park FL 33083-5710

Contact: Lavelle Jenrette, Assistant to City Manager

Phone: (954) 989-2688 ext 209 Lienrette@cityofwestpark.org

Contact: Chris Wallace, Finance Director

Phone: (954) 903-0712 ext 203 Fax: 954-689-4806

chriswallace@citvofwestpark.org

City Clerk, Phone: 954-989-2688 ext 205

5. City of Cooper City PO Box 290910

Cooper City, FL 33329-0910

Contact: Felicia Trainor, Pacility Coordinator

Phone: (954) 434-2300 ext 233 ttrainer@copercityfl.org Contact: Purchasing, Kerri Anne Fisher-Purchasing Agent Phone: (954) 434-4300 ext 2978 Fax: (954) 434-5009 purchasing@coopercityfl.org (954) 434-5099

6. Agency for Workforce Innovation

Office of General Services
The Caldwell Building
Sutton Bldg, Suite 280

107 E Madison Street, Tallahassee FL 32399-4102

Contact: Ramone Smith

Phone: (850) 488-8009 Fax: (850) 245-7470

2660 W Oakland Park Blvd, Ft Lauderdale FL 33311-1347

Contact: Mike Cheeks, Phone: (954) 677-5687

7. Florida Department of Transportation

3400 West Commercial Blvd Ft Lauderdale FL 33303

Contact: Fausto Gomez/Trevor Adhorn Phone: (954) 777-4220/777-4217

Contact: Marilyn Mason, Phone: (561) 465-7396

11/2020 - present

Unarmed Security Guards for sporting events

and meetings

10/1/2016 - present 9/5/2014 - 9/30/2016 8/24/2009 - 9/4/2014

School Crossing Guards

11/2008 - present School Crossing Guards

8/15/2018 - present 10/8/2005 - 8/14/2018 School Crossing Guards

8/15/2018 - present 2/16/2004 - 8/14/2018 School Crossing Guards

4/1999- 8/1/2005 Security Guard - unarmed Ft Lauderdale Jobs & Benefits

720/00 -- 10/6/2003 Security Guard - armed

St Lucie/Martin County Rest Areas

8. Workforce One (formerly Beta) 3800 Inverrary Blvd Lauderhill FL 33319

Contact: Pat Stubbs, Phone: (954) 969-3541 ext 109

9. Florida Department of Transportation 3400 West Commercial Blvd Ft Lauderdale FL 33303

Contact: Fausto Gomez/Trevor Adhern Phone: (954) 777-4220/777-4217

Contact: Bill Medford Phone: (561) 465-7396

10. Florida Department of Transportation 3400 West Commercial Blvd Ft Lauderdale FL 33303

Contact: Fausto Gomez/Trevor Adhern Phone: (954) 777-4220/777-4217 Contact: Don Archibald/Shirley Phone: (561) 434-3903

11. Palm Beach County Health Care District

PO Box 3203

West Palm Beach FL 33402-3203

Contact: Marilyn Weng Phone: (561) 659-1270

Town of Davic Community Services 6591 SW 45 Street Davie FL 33314

Contact: Dennis Andresky/Sharon Kent Phone: (954) 797-1157/797-1150 12/2001- 3/05/2003 Security Guard - unarmed Pompano Beach Davie

4/1997 - 6/2000 Security Guard - armed St Lucie/Martin County Rest Areas

6/1998 - 6/2000 Security Guard - unarmed West Palm Beach

12/1998 - 2/2000 Security Guard - unarmed

8/1994-6/1997 Security Guard - unarmed

# CONTRACT DOCUMENTS FOR:



# RFP #005-21 CITY OF KEY WEST PRIVATE SECURITY SERVICES

# **APRIL 2021**

MAYOR: TERI JOHNSTON

**COMMISSIONERS:** 

JIMMY WEEKLEY

**CLAYTON LOPEZ** 

**BILLY WARDLOW** 

SAMUEL KAUFMAN

**GREGORY DAVILA** 

MARY LOU HOOVER

PREPARED BY: City of Key West Port & Marine Services

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# PART 1 GENERAL PROPOSAL REQUIREMENTS

# **REQUEST FOR PROPOSAL**

Sealed proposals for the City of Key West and City of Key West Caroline Street and Bahama Village Community Redevelopment Agency (CITY) Request for Proposal (RFP) #005-21 CITY OF KEY WEST PRIVATE SECURITY SERVICES, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White St., Key West Florida, 33040 until 3:00 pm on May 26, 2021 and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original and two (2) flash drives with one single PDF file of the sections entitled "Proposal Requirements" and "Contract Forms". Proposal package is to be enclosed in a sealed envelope, clearly marked on the outside "PROPOSAL FOR CITY OF KEY WEST PRIVATE SECURITY SERVICES" addressed and delivered to the City Clerk at the address noted above.

The CITY is requesting proposals from firms specializing in private security to provide unarmed security service for selected City of Key West owned and leased properties including but not limited to Key West Bight, Key West Bight Ferry Terminal, and City Marina.

The full Request for Proposal may be obtained from Demand Star by Onvia and The City of Key West website. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov

The Proposer will be required to furnish documentation with his proposal showing that he is in compliance with any and all licensing requirements of the State.

The Proposer shall furnish documentation showing that he is in compliance with the licensing requirements of the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days the following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

# A. City of Key West Business Tax License Receipt

Compliance with these provisions is required before the Proposer can enter into the agreement contained in the Contract Documents.

All insurance contracts and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Proposer to perform the size and type of work specified under this Contract. Upon request, the

Proposer shall submit such information as deemed necessary by the CITY to evaluate the Proposer's qualifications.

For information concerning the proposed work please contact Doug Bradshaw, Port and Marine Services Director by email at dbradshaw@cityofkeywest-fl.gov. Verbal communications, per the City's "Cone of Silence" ordinance, are not allowed.

As stated above at the time of the proposal submittal the Proposer must provide satisfactory documentation of State Licenses. The Proposer shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The CITY may reject proposal for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the Proposer misstates or conceals a material fact in its bid, (3) if the proposal does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the proposal is conditional, (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the CITY, or (6) if such rejection is in the best interest of the CITY. The CITY may also waive any minor formalities or irregularities in any proposal.

# INSTRUCTIONS TO PROPOSER

# 1. CONTRACT DOCUMENTS

# A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the sections into work performed.

# B. <u>DOCUMENT INTERPRETATION</u>

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Proposer should request of the Director Port and Marine Services, in writing (at least eight (8) calendar days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be furnished to all registered holders of Contract Documents. Proposers shall submit with their Proposals, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

# 2. SCOPE OF SERVICES

A general description of the work to be done is contained in the Scope of Services/Minimum Qualifications section.

# 3. REOUIRED OUALIFICATIONS

The prospective Proposers must meet the statutorily prescribed requirements before award of Contract by the CITY. Proposers must hold or obtain all licenses and/or certificates as required by the State and Local Statutes in order to bid and perform the work specified herein. Additionally, all Proposers must meet the minimum qualifications as described in Proposal Submittal Requirements and Scope of Services/Minimum Qualifications section.

### 4. PROPOSER'S UNDERSTANDING

Each Proposer must inform himself of the conditions relating to the execution of the work and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Proposer of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

Each Proposer shall inform himself of, and the Proposer awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, permits, fees, and similar subjects.

# 5. TYPE OF PROPOSAL

#### A. UNIT PRICES

The Bid for the work is to be submitted on a UNIT PRICE basis. The total amount to be paid the Contractor shall be the actual number of units used in the services. The owner reserves the right to enter into a contract for all or portions of the project.

# 6. PREPARATION OF PROPOSAL

# A. GENERAL

All blank spaces in the Proposal form must be filled in, as required, preferably in BLACK ink. No changes shall be made in the phraseology of the forms.

Any Proposal shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Request for Proposal.

Only one Proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the CITY that any Proposer is interested in more than one Proposal for work contemplated; all Proposals in which such Proposer is interested will be rejected.

# B. SIGNATURE

The Proposer shall sign his Proposal in the blank space provided therefore. If Proposer is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Proposer is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the CITY prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

# C. <u>ATTACHMENTS</u>

Proposer shall complete and submit the following forms with his proposal:

- Bid Form
- Non-Collusion Affidavit
- Anti-Kickback Affidavit
- Sworn Statement under section 287.133(3)(a) Florida Statutes, on Public Entity Crimes
- Indemnification Form
- Local Vendor Form
- Domestic Partnership Affidavit
- Cone of Silence Affidavit
- All requirements listed in Proposal Submittal Requirements
- Proof of Insurance

# 7. STATE AND LOCAL SALES AND USE TAXES

Unless the contract documents contains a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all federal, state and local sales and use taxes. Prices quoted in the Proposal shall include all nonexempt sales and use taxes, unless provision is made in the Proposal form to separately itemize the tax.

# 8. <u>SUBMISSION OF PROPOSALS</u>

All Proposals must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid.

Proposals must be made on the Proposal forms provided herewith, submit one (1) ORIGINAL bid package and two (2) FLASH DRIVES containing a single PDF file of the entire bid package.

Each Proposal must be submitted in a sealed envelope, so marked as to indicate the Proposer's name and its contents (project name and number) without being opened, and addressed in conformance with the instructions in the RFP.

# 9. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be withdrawn by notice to the party receiving Proposals at the place designated for receipt of Proposals. Such notice shall be in writing over the signature of the Proposer or by telegram. If by telegram, written confirmation over the signature of the Proposer shall be

mailed and postmarked on or before the date and time set for receipt of Proposal. No Proposal may be withdrawn after the time scheduled for opening of Proposals, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Proposers shall have elapsed.

# 10. AWARD OF CONTRACT

Within ninety (90) calendar days after the opening of Proposals, the CITY will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written notice of award, mailed to the office designated in the Proposal, or delivered to the Proposer's representative. In the event of failure of the lowest responsive, responsible Proposer to sign the Contract and provide acceptable insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the second ranked Proposer. Such award, if made, will be made within one hundred-twenty (120) days after the opening of Proposals.

The CITY reserves the right to accept or reject any or all Proposals, and to waive any informalities and irregularities in said Proposals.

# 11. BASIS OF AWARD

An evaluation committee will evaluate all proposals that meet the minimum qualifications of this RFP. Each committee member shall complete an evaluation sheet ranking each qualified Proposer against the weighted criteria set forth below. Completed evaluations shall be combined and tallied. The City reserves the right to interview one or more of the highest ranked candidates. Upon completion of its evaluation process, the evaluation committee shall provide the results of the scoring and ranking to the CITY, along with a recommendation to award the contract to the highest ranked Proposer. If the City and the highest ranked Proposer are unable for any reason to negotiate a contract the City shall, either orally or in writing, formally terminate negotiations with the selected firm. The City may then negotiate with the next highest ranked firm. The negotiation process may continue in this manner through successive firms until an agreement is reached or the City terminates this RFP.

The selection committee will shortlist no less than 2 firms, unless less than 2 firms submit proposals

SELECTION CRITERIA	Maximum Points
Specialized experience in the type of work to be performed, preferably including work in a city of similar size and geographic location	40
Understands the scope of the project and availability and capability to perform the services described in this RFP in Key West on a yearly and consistent basis	20

POINT TOTAL	100
References	10
Price	15
Permanent representation of supervisory capacity residing in the City of Key West or within 35 miles of Key West	15

# 12. EXECUTION OF CONTRACT

The successful Proposer shall, within ten (10) working days after receiving Notice of Award, sign and deliver to the CITY two (2) original Contracts in the form hereto attached, together with the insurance certificate as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Proposer, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

# 13. TERM OF CONTRACT

It is anticipated that the CITY will enter into a three (3) year agreement, which thereafter may be extended upon written consent of both parties for additional two (2) year terms. The City agrees to pay to the Proposer the hourly rates, as outlined in the Bid Form. The City will allow an annual CPI increase by adjusting the hourly rates by the average change in the U.S. Department of Commerce Consumer Price Index (CPI) for All Urban Consumers, as reported by the Bureau of Labor Statistics for the 12 months prior to the renewal date. Hourly rates for the additional two (2) year options, if exercised, will be agreed upon by both parties before the exercise of such option.

# 14. PROPOSER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Proposer, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Proposer further declares that he has carefully examined the Contract Documents and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

# 15. ADDENDA

The Proposer hereby acknowledges that he has received Addenda No's.

Proposer shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Proposer further agrees that his Proposal(s) includes all impacts resulting from said addenda.

#### INSURANCE REQUIREMENTS

Proposer is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Workers' Compensation, Public Liability, and Property Damage Liability Insurance and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the Proposer shall provide the minimum limits of liability insurance coverages as follows:

	Auto Liability General Liability	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 \$1,000,000 \$ 300,000 \$2,000,000	Combined Single Limit Aggregate (Per Project) Products Aggregate Any One Occurrence Personal Injury Fire Damage/Legal Law Enforcement Legal/ Security Guard Pro Liability
Additional Umbrella Liability:		\$1,000,000	Occurrence / Aggregate

Proposer shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its Equivalent, (combination OF CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable) INCLUDING A "Waiver of Subrogation" clause in favor of City of Key West on all policies. Proposer will maintain the Professional Liability, General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the "additional insured" endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the Proposer shall maintain complete Workers' Compensation coverage for each and every employee, principal, officer, representative, or agent of the Proposer who is performing any labor, services, or material under the Contract. Further, Proposer shall additionally maintain the following Employers Liability coverage with the following minimum limits:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

Proposer's insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

Proposer will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. Proposer will notify City of Key West immediately by telephone at (305) 809-3811 of any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the Proposer.

# PROPOSAL SUBMITTAL REQUIREMENTS

- 1. Contents of the Proposal: The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than twenty (20) sheets double-sided (40 pages), be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled flash drive in a paper sleeve. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.
- 2. Table of Contents: The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.
- 3. Executive Summary: Each Proposer must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.
- 4. Experience and Qualifications: Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Company address, phone number, fax number, email address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.
- 5. Approach to Scope of Work: Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the work, and your overall approach to accomplishing the work. Provide information on your firm's current workload and how this project will fit into your workload. Describe available staff, facilities, technological capabilities and other available resources you offer for the work. List those persons who will have a management position working with the City, if you are awarded the contract. List name; title or position; and work duties. A resume or summary of experience and qualifications must accompany your proposal.
- 6. References: Provide at least three references, preferably government agencies, for work with similar scope as listed in this RFP. Information should include: client name, address,

contact person telephone and E-mail addresses, description of work, year the project was completed, total cost of the project, estimated and actual.

In addition to the information above the Proposer shall complete and submit the following with his proposal (Not counted towards 20 sheet limit):

- Bid Form
- Non-Collusion Affidavit
- Anti-Kickback Affidavit
- Sworn Statement under section 287.133(3)(a) Florida Statutes, on public entity crimes
- City of Key West Indemnification Form
- Local Vendor Form
- Domestic Partnership Affidavit
- Cone of Silence Affidavit
- Proof of Insurance
- A description of any previous or existing legal action against the Bidder within the past three (3) years. If none, Bidder shall state this fact in writing.

Note: if any of the items above or as required in other parts of the document are not included in the Bid, the Bid will be considered nonresponsive and therefore will be rejected unless City Commission directs otherwise.

# PART 2 SCOPE OF SERVICES/ MINIMUM QUALIFICATIONS/OTHER REQUIREMENTS

## SCOPE OF SERVICES

The City of Key West is requesting bids from qualified entities to provide unarmed security to selected City of Key west owned and leased properties which may include, but are not limited to, Key West Bight Marina, Key West Bight Ferry Terminal and City Marina.

All services will be under the supervision of the Key West Police Department (KWPD) or authorized City representatives. Each property will require specific security services and may be modified by the KWPD or City representative as necessary. Additionally, it is anticipated that additional services may be required of the Contractor from time to time at other city properties or events.

Security at Key West Bight, Ferry Terminal, and City Marina will patrol the properties on foot and/or golf cart day and night enforcing rules and regulations, identifying individuals breaking City laws and codes, monitoring tenant properties and belongings, and enforcing parking regulations. Violations or infractions will be corrected, documented to the supervisor of the property and if necessary, will be reported to a law enforcement agency. Any ongoing or suspected problems that the Security identifies will be given special attention during the shift.

Current anticipated security requirements for each facility:

# Key West Bight/Key West Ferry Terminal

- One (1) guard from 6:00 pm until 6:00 am. Monday Friday
- One (1) guard from 6:00 am Saturday 6:00 am Monday
- One (1) guard from 3:00 pm until 6:00 pm. Monday Sunday or when Key West Express
  is docked at the ferry terminal facility

# City Marina at Garrison Bight

One (1) guard daily from 5:30 PM until 5:30 AM.

# **MINIMUM QUALIFICATIONS**

Proposers shall be in the business of security guard services and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one public entity similar in size and complexity to the City of Key West or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposer shall have permanent representation of supervisory and decision making capacity residing in the City of Key West or within 35 miles of Key West no later than 30-days of bid award. Proposer shall research and fully be informed of the cost of living and housing issues associated with living in the area.

At a minimum each security officer employed by Proposer will have the following experience, training and communication skills:

- Shall be a U.S. citizen or have a valid resident alien status.
- A valid State of Florida Class D Security License.
- A valid Transportation Workers Identification Card (TWIC) or be able to obtain.
- Be fully literate in the English language (i.e., be able to read, write, speak understand and be understood.) Oral command of the English language must be sufficient to permit full communication, particularly in times of stress.
- High school diploma or equivalent.
- Successfully completed contractor training in the following or similar: technique and patrol, first aid including CPR, public relations, safety, proper use of telephones and radio, and proper use of written report forms.

## OTHER REQUIREMENTS

- Proposer will be required to provide the security officer, uniform for the officer, communications equipment for the officer, supervision of the officer and twenty four (24) hour per day, seven days per week communications access for the City and officer.
- Security officer will require onsite training by supervisor of the proposer verified and documented by the City prior to first shift.
- Quarterly meetings in Key West will be required between the Proposer's Management Team/Owner and City representatives.
- The Security Officer must have communications equipment that will allow him to contact his office and the Supervisor of the facilities or designee.
- At certain times ferry boats may stay longer then scheduled. Proposer will be required to
  provide security services at the rate designated in the RFP for those additional hours with
  little or no notice.
- Proposer shall have the ability on short notice to provide additional security needs within a minimum of twelve (12) hours of notification by the City.
- The Security Officer will carry a flashlight.

- No officer providing services shall carry firearms, even if properly trained and licensed.
   Firearms shall include, but are not limited to; weapons, mace/pepper spray and nightstick.
- The Security Officer will be neatly groomed, in the approved uniform and properly equipped.
- The security vehicle if utilized shall be clean and properly maintained. Both the Security Officer's uniform and vehicle shall be clearly identified with the security firm's name and be identified with the City's logo or other identification to notify the public that the Security Officer is providing the service for the City.
- The Officer shall wear a name tag and the vehicle shall have the telephone number of the security firm prominently displayed.
- The Security Officer will report to the designated initial location on time and will remain on duty until the end of the shift or until properly relieved.
- No officer will work more than a twelve (12) hour shift in a twenty four (24) hour period.
- The Security Officer shall be courteous to residents and visitors at the facilities and to City personnel.
- The Security Officer will be required to interact with the business tenants, marina tenants, and the general public at each facility on a regular basis during a shift.
- The Security Officer will not conduct any personal activity that would detract from a
  professional image or interfere with performance of the job such as talking on a personal
  cell phone or making personal calls.
- The Security Officer will patrol the facilities both in the vehicle and on foot as appropriate
  to inspect all parts of the facilities for the purpose of detecting and preventing individuals
  or groups from committing acts that are illegal or injurious to others or to the property.
- All marine docks and upland facilities must be monitored.
- The Security Officer will be required to utilize the City's time clock to check in and out for a shift.
- The Security Officer will inspect each slip at each of the Marine Facility Sites in order to reconcile "Dock Check List".
- The Security Officer shall complete an "Incident Report" to be provided to the Manager of Marine Facilities or Supervisor of Marine Facilities or their designee at the completion of the shift for any contact initiated by the Security Officer against unauthorized parties or involving customers who may be reporting violations or suspicious activities or who's conduct on City property may voluntarily or involuntarily warrant response from the Security Officer.
- KWPD and the Officers Supervisor must be immediately contacted in emergency situations
  or when assistance is needed. It is not expected that the Security Officer will enter into a
  direct confrontation with persons at the facilities.
- The Security Officer will maintain a file of Security Activity Repot recording all instances that may be of interest to Supervisors or City personnel.
- The Security officer will maintain a daily log reporting activities, observations of safety hazards, malfunctioning equipment and other such matters that may be of interest to Supervisors or City personnel.
- Unregistered vessels shall be documented and reported
- The Security Firm Supervisor shall visit all of the facilities at least once each month to
  ensure that the Security Officer is following prescribed procedures and to familiarize him
  or herself with any possible safety or security problems or potential problems that need to
  be addressed. Such visits are to be entered in the log.

# PART 3 DRAFT AGREEMENT

# **DRAFT AGREEMENT**

Between

**CITY** 

And

For

# CITY OF KEY WEST PRIVATE SECURITY SERVICES

Date

# AGREEMENT FOR PRIVATE SECURITY SERVICES

This is an Agreement between: the City of Key West and the Carolina Street Corridor and Bahama Village Community Redevelopment Agency, its successors and assigns, hereinafter referred to as "CITY."

#### AND

		a corporation organ	ized under the laws o	fthe
State of	, its successors and assig	ns, hereinafter refe	rred to as "PROPOSI	∃R."
and agreements her and furnish all the Request for Propos to the extent of	n consideration of the unit prices to rein contained, hereby agrees at his materials, tools, labor, and all sal (RFP) #005-21 CITY OF KE for the Proposal made by the high all in full company.	s own proper cost a appliances, machi Y WEST PRIVAT Proposer, dated	nd expense to do all the nery, and appurtenand E SECURITY SERV In the	e work ces for /ICES, day
The CONTRACT : AND SCOPE OF V	DOCUMENTS, including the signorm.	gned copy of the E	BID, CONTRACT FO	)RMS,
WHEREAS, the (PROPOSER to pro	CITY by Resolution No. wide security services to CITY;	and and	accepted the	bid of

WHEREAS, the parties agree as follows:

- 1. PROPOSER shall provide unarmed security services to City of Key West owned, operated, or leased properties including, but not limited to Key West Bight, City Marina at Garrison Bight and the Key West Ferry Terminal, as described in the bid specifications or modifications thereto contained in RFP #005-21, which is incorporated by reference hereto.
- 2. PROPOSER is an independent contractor, and at its own cost and expense, shall perform the services as authorized by Purchase Order issued by CITY, and shall provide all materials, tools, labor, appliances, machinery, vehicles, and appurtenances necessary to perform the services as described in RFP #005-21.
- 3. All services shall be performed in a professional manner and form as required by all applicable Federal, State, and local rules, regulations, laws, codes, and ordinances, and in accordance with RFP #005-21.
- 4. This Agreement is for a term of three (3) years from the date this Agreement is executed by both parties. Thereafter it may be extended upon written consent of both parties for additional two (2) year terms.
- 5. The City agrees to pay to the Proposer the hourly rates, as outlined in the Bid Form. The City will allow an annual CPI increase by adjusting the hourly rates by the average change

- in the U.S. Department of Commerce Consumer Price Index (CPI) for All Urban Consumers, as reported by the Bureau of Labor Statistics for the 12 months prior to the renewal date. Hourly rates for the additional two (2) year options, if exercised, will be agreed upon by both parties before the exercise of such option.
- 6. In addition to any other remedies for failing to strictly adhere to the requirements of this Agreement, and without waiving any right to enforce any provision of this Agreement, City and PROPOSER agree that the following measures may be instituted by City for PROPOSER'S failure to meet the service requirements in RFP #005-21. Should the PROPOSER be unable to provide the required services as described in this contract and related bid documents, then the City may provide services using Key West Police Department personnel at the established detail rate. The cost of those services will be borne by the PROPOSER. PROPOSER shall notify City 48-hours prior to any day when PROPOSER knows or has reason to believe that an insufficient number of security personnel are available to cover required security services.
- 7. CITY shall pay PROPOSER within forty-five (45) days from the date of receipt of a correct and approved written invoice for payment.
- 8. PROPOSER to the fullest extent permitted by law expressly agrees to indemnify and hold harmless the CITY, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by PROPOSER or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the PROPOSER or its subcontractors, material men or agents of any tier or their respective employees.
- The PROPOSER's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this Agreement, or the PROPOSER's limit of or lack of sufficient insurance protection
- 10. The CITY reserves the right to terminate this AGREEMENT at any time, but with no less than 30-days written notice to PROPOSER.
- 11. PROPOSER reserves the right to terminate this AGREEMENT at any time, but with no less than 120-days written notice to the CITY.
- 12. PROPOSER shall not assign, sublet, or transfer any rights under, or interest in this Agreement without the written consent of the City Manager.

- 13. This Agreement shall be governed by the laws of the State of Florida. Both parties waive trial by jury on any action brought to enforce or otherwise related to this agreement.
- 14. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be impaired thereby, but such remaining provisions shall be interpreted and enforced so to achieve, as near as may be possible, the purpose of this Agreement, to the extent permitted by law.
- 15. This Agreement constitutes the full and complete Agreement between the CITY and PROPOSER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument of the same formality and dignity hereof.
- 16. PROPOSER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROPOSER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the PROPOSER any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.
- 17. In the carrying out of this Agreement, PROPOSER shall not discriminate any employee or applicant for employment because of race, color, religion, national origin or citizenship status, sex, gender identity or expression, pregnancy, sexual orientation, age, disability, or military status. In carrying out this Agreement, PROPOSER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin or citizenship status, sex, gender identity or expression, pregnancy, sexual orientation, age, disability, or military status
- 18. Any notices sent shall be sent to the parties by U.S. mail as follows:

CITY OF KEY WEST

Port and Marine Services 201 William Street Key West, PL 33040 305-809-3790

786-307-7541

**PROPOSER** 

# SIGNATURE PAGE FOR AGREEMENT FOR CITY OF KEY WEST PRIVATE SECURITY SERVICES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement To be executed on the day and year first above written.

Signed, sealed and delivered	in the presence of:	
City of Key West, Florida		
By:City Manager	Date:	
Attest: City Clerk	Date;	
Proposer		
Ву:	Date:	
Print Name:		
Title:		
Witness	Date:	
Witness	Date:	



City of Key West 1300 White St. Key West Florida, 33040

# **ADDENDUM NO. 1**

# RFP #005-21 CITY OF KEY WEST PRIVATE SECURITY SERVICES

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

# **GENERAL NOTES:**

1. Revised bid form attached.

# **OUESTIONS & CLARIFICATIONS:**

- 1. Is there a living wage requirement? No
- 2. Is the Proposer required to provide a motor vehicle for any part of the contract? If so, please indicate vehicle type, location(s) and number of anticipated hours. No
- 3. Please provide the annual hours requested during the previous fiscal year. Hours are equivalent to hours in the bid document
- 4. Do you anticipate more or less hours being requested under the new contract? Neither
- 5. Is parking available for security officers at each site? Yes
- 6. Are restrooms available at each site? Yes
- 7. What equipment, if any, will be provided by the City of Key West? None. Proposer will be required to provide a phone that works with the City's ProxiGuard Security Guard Tour System
- 8. What equipment, other than flashlights, will be required by the Proposer? Refer to bid document
- 9. Are there facilities at each site where the Proposer can use for storing equipment and supplies? Yes
- 10. Does the City have an accelerated payment program for vendors? No
- 11. Who is the current incumbent? Florida Keys Security, LLC
- 12. When was the current incumbent awarded the contract? January 2019
- 13. Could you please provide us copy of current contract? Attached
- 14. Are there any subcontractors being used for the current contract? No
- 15. What was the initial term length of the current contract (for example, 1 year plus 4 year options, etc.) 3 year with 2 year options
- 16. What was the start date of the initial contract? February 2019
- 17. What was the amount spent in the last 12 months? \$229,746.04
- 18. What was the total spent in the last billed month? \$20,266.10
- 19. Are there any other rates billed separately (such as equipment, vehicles, etc.) No

- 20. Are there any significant modifications from the previous contract to the new one? For instance, an increase in hours, a change in guard type (e.g., armed vs unarmed), a need for additional resources? Cruise ship security was removed from this RFP
- 21. What was the amount spent on this contract last year? 1/1/2020-12/31/2020 \$229,159.62
- 22. What is the estimated total number of annual hours for this contract? Refer to RFP
- 23. What is the current bill rate for each position? \$21.26
- 24. Are there any additional services that may be needed that are not listed in the RFP? For instance, the need of additional sites, seasonal required security, etc. *Not currently*
- 25. Beyond the state and federal minimum wage, is there a prevailing wage, living wage ordinance, local mandated wage, or contract-specific wage? No
- 26. Is there a specific way you would like the response to be prepared? For example: bound, unbound, 3-ring binder(s), pages limits, paper type, etc.? Refer to RFP
- 27. Is the current contract using vehicles? If yes, how many? One golf cart
- 28. Will your agency hold a public opening? If yes, can you please provide with the date, time, and location? Refer to RFP

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged. All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

KEMP GROUP INTERNATIONAL CORPORATION

Name of Business