

BID FOR SECURITY SERVICES: CITY OF KEY WEST PORT OPERATIONS, KEY WEST BIGHT, CITY MARINA

ITB PROJECT #:10-011









City Managers of Key West,

It was a pleasure to attend the pre-bid conference on July 12th. After discussing it with my business partner and Chief of Security Operations, Marc Miller, we present to you this bid and proposal for providing security guard services for the City of Key West Port Operations and Marina.

As any of our clients will attest to, working with Watchdog Security is a positive and rewarding experience. Our job not only involves observing and reporting potential threats, but we also take a <u>proactive role</u> in the protection of your property. We have a track record of significantly reducing, if not eliminating, potential problems such as loitering, vandalism, and theft.

Upon first meeting, we begin by assessing all of your security requirements so that we can ensure your property is staffed with professionals that are best suited for the city's needs. Our services include, but are not limited to, Traffic Control, Reception and Concierge Services, Access Point Monitoring, CPR/ First Aid/ AED, Fire Safety, Alarm System Monitoring, On-Site Surveillance, Emergency Response, Mail Screening & Delivery Service.

We offer over 10 years of experience in providing private security for residential, commercial and industrial sites along the Suncoast. Our officers have a diverse background that range in loss prevention, law enforcement and the US Armed Forces.

We feel that between our track record in crime prevention, certified training in how to handle emergency situations, as well as a our military discipline, our services would be a perfect match for you. Please contact me if you should have any further questions.

Best Regards,

Charles Newman

Director of Business Affairs

cnewman@protectingthesuncoast.com

(941) 365-4440 ext. 101

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

BID

To:

The City of Key West

Address:

525 Angela Street, Key West, Florida 33040

Project Title:

SECURITY SERVICES: CITY OF KEY WEST PORT OPERATIONS, KEY

WEST BIGHT, CITY MARINA

Project:

ITB #10-011

BIDDER'S INFORMATION

Company Name:

Watchoog Security LL

Address:

2750 Bahk Vista St

Sarasota, FL 34239

Contact Name:

c newman & protecting the suncoast. con

Telephone:

(941) 365 4440 ext 101

Fax:

Email:

(941) 827 - 9930

BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he/she has carefully examined the Contract Documents for the work, that he/she has personally inspected the work areas, that he/she has satisfied himself/herself as to the personnel needed, and conditions of work involved, including the fact that the description of the work and materials, as included herein, is brief and is intended only to indicate the general nature of the work.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

The intent of the Bid Documents is to describe a functionally complete job (or part thereof) to be completed or undertaken in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for.

CONTRACT EXECUTION

The Bidder agrees that if his Bid is accepted, he/she will, within twenty (20) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his Bid, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. , , , , , , , , , , , (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

PUBLIC ENTITY CRIMES

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

BID FORM

ITB #10-011: SECURITY SERVICES: CITY OF KEY WEST PORT OPERATIONS, KEY WEST BIGHT, CITY MARINA

*The approximate required security services for each facility is outlined in Section 3: Scope of Work

Mallory Square
Hourly Rate \$ 14.09 per security personnel In Words: Four tean 09/100 dollars
In Words: Four tean 04/100 dollars
Outer Mole at the Truman Waterfront
Hourly Rate \$ 14.09 per security personnel
Hourly Rate \$ 14.09 per security personnel In Words: Four teen or low Sollans
Key West Bight Ferry Terminal
Hourly Rate \$ 14.09 per security personnel
Hourly Rate \$ 14.09 per security personnel In Words: Four feen 09/100 dollar5
Key West Bight
Hourly Rate \$ \(\mathcal{H} \). 09 per security personnel
Hourly Rate \$ H. 09 per security personnel In Words: Fourteen 09/100 Sollars
City Marina
Hourly Rate \$ 4.09 per security personnel
Hourly Rate \$ 4.09 per security personnel In Words: Tourteen 09/100 Sollans

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

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: Watchder Savrify LLC
Doing business at 2750 Bahir Vista 34 Ste 161
City Sarusota State FL Zip 34239
Telephone No. (941) 365- 4440

This address is where all communications concerning this Bid shall be 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:

Cha	Name	New m	an		Title Manage	ng	Memb	er
Marc	Mil	ler				bel		
	·····							
If Corpora	tion							
IN WITNES and its seal	SS WHE affixed b	REOF the user its duly au	ndersigned corp athorized office	porationers this_	has caused t	his ins of	trument to	be executed, 2010.
(SE	AL)							
Name of Co	orporatio	n						
Ву:					· · · · · · · · · · · · · · · · · · ·			
Title:								
Attest:						-		
		Se	ecretary					
If Sole Pro	prietor (or Partnersl	hip					
2010.			igned has set h	nis/her/it	s hand this _	3.	day of	, , , , , , , , , , , , , , , , , , ,
Signature of			1 Me	ing		-		
Title	" lan c	ging	Member					

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

PROJECT ITB #10-011: SECURITY SERVICES: CITY OF KEY WEST PORT OPERATIONS, KEY WEST BIGHT, CITY MARINA

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

1.	This sworn statement is submitted with Bid, Bid or Contract No. 178 # 10 - 611 for
	Security services: city of Key West Port Operations
	This sworn statement is submitted with Bid, Bid or Contract No. The HID-ON for Security Services: City of Key West Port Operations, Key West Bight, City Marine
2.	This sworn statement is submitted by
	(Name of entity submitting sworn statement)
	whose business address is 2050 Bahin Vista St. Stellol
	Sarroda, Fi 34234 and (if applicable) its Federa
	Employer Identification Number (FEIN) is 26-1126395 (If the entity has no FEIN
	include the Social Security Number of the individual signing this sworn statement.)
3.	My name is Charles Newman and my relationship to
	(Please print name of individual signing)
	the entity named above is Managing Manber.

- 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 entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
- 5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), <u>Florida Statutes</u>, 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 trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 - 1. A predecessor or successor of a person convicted of a public entity crime: or
 - 2. An entity under the control of any natural person who is active in the management of t 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.

I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural 7. 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 a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity. Based on information and belief, the statement, which I have marked below, is true in relation to the entity 8. submitting this sworn statement. (Please indicate which statement applies.) 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. The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no 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 vendor list. (Please attach a copy of the final order.) The person or affiliate was placed on the convicted vendor list. Them has been a subsequent proceeding before a hearing officer of the Sate 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 vendor list. (Please attach a copy of the final order.) The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Sex (Signature (Date) Florida STATE OF PERSONALLY APPEARED BEFORE ME, the undersigned authority, Newmon ___ who, after first being sworn by me, affixed his/her signature in the Name of individual signing) space provided above on this My commission expires: **NOTARY PUBLIC**



ANTI-KICKBACK AFFIDAVIT

PROJECT ITB #10-011: SECURITY SERVICES: CITY OF KEY WEST PORT OPERATIONS, KEY WEST BIGHT, CITY MARINA
STATE OF FLORIDA)
: SS
COUNTY OF MONROE)
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift directly or indirectly by me or any member of my firm or by an officer of the corporation. By:
Sworn and subscribed before me this
NOTARY PUBLIC, State of Florida at Lagran My comm. expires Aug. 11, 2017
My Commission Expires:

LOCAL VENDOR CERTIFICATION PURSUANT TO CKW 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.
 - 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: Watchdog Secur	Phone: 941 365 4446 Fax: 941 827 4930
Current Local Address:	Fax: 941 827 4930
(P.O. Box numbers may not be used to establish s	status)
2050 Bahia Vista St. Ste 11	el Samusota, FL 34239
Length of time at this agitress. Ce Month	45
Mala	8/3/10
Signature of Authorized Representative	Date
STATE OF Florida	
COUNTY OF Sarasota	_
The foregoing instrument was acknowledged before By Charles L. Newman	ore me this 3 day of 4π , 20 0 .
(Name of officer or agent, title of officer or agent	(Name of corporation acknowledging)
or has produced	as identification
(type of identification)	July
	Signature of Notary
Return Completed form with Supporting documents to:	Print, Type crassing Names of Notary Notary Public, State of Florida
City of Key West Purchasing	Commission#DD813421

Sarasota County Business Tax Receipt

2010-11

THIS TAX DOES NOT ASSURE QUALITY OF WORK OR CONFIRM THAT REGULATORY OR ZONING REQUIREMENTS HAVE BEEN MET, IT IS THE OWNER'S RESPONSIBILITY TO ENSURE 990010096075 COMPLIANCE.

Business Type:

SECURITY GUARD, PATROL, ETC.

Business Address:

WATCHDOG SECURITY 2750 BAHIA VISTA ST

SARASOTA FL 34239

NEWMAN CHARLES

2750 BAHIA VISTA ST STE 161 SARASOTA FL 34239

All businesses in Sarasota County are responsible for complying with the Sarasota County mandatory recycling ordinance.

Valid until 9/30/2011

PAID: 5523986.0001 7/19/2010 \$52.50

Sarasota County Tax Collector Barbara Ford-Coates 101 S. Washington Blvd., Sarasota, FL 34236 (941) 861-8300, option 3 www.SarasotaTaxCollector.com Info@SarasotaTaxCollector.com

AGREEMENT FOR SECURITY SERVICES

This Agreement is made and entered into by and between the City of Key West, Florida, a municipal corporation of the State of Florida, whose address is 525 Angela Street, Key West, Florida 33040 (hereinafter referred to as "CITY") and Washing Secrity UC, an _____ corporation, whose address is 2750 Bahin Viste St Ste Ital, Suranota FL 34239 (hereinafter CONTRACTOR.)

WITNESSETH:

WHEREAS, the CITY by Resolution No. ______, accepted the bid of CONTRACTOR to provide security services to CITY; and

WHEREAS, the parties agree as follows:

- CONTRACTOR shall provide security services to CITY of Key West owned, operated, or leased properties including, but not limited to Key West Bight, Key West Bight Ferry Terminal, City Marina, Mallory Square, and the Outer Mole at the Truman Waterfront property as described in the bid specifications or modifications thereto contained in IB #10-011, which is incorporated by reference hereto.
- 2. CONTRACTOR 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.
- 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 the "Contract Documents". State of Florida Class D Security License is required for all security personnel. TWIC Badging is required by at least one security personnel per shift at the Outer Mole.
- 4. In consideration of the performance of the services as set forth in IB #010-011, the City agrees to pay to the CONTRACTOR the hourly prices, as outlined in the Bid Form in accordance with IB #10-011, or as otherwise herein provided.
- 5. The CONTRACTOR shall have permanent representation of supervisory capacity residing in the City of Key West or Monroe County, and shall also have the ability, on short notice, to provide for additional security needs within a minimum twelve (12) hours of notification by the City. It is also understood that cruise ship schedules are subject to change and/or cancellations, which requires the CONTRACTOR to provide for flexible scheduling of security personnel

22lf - 25

- 6. CONTRACTOR will maintain a 24-hour cell phone/office contact number with a supervisor.
- 7. At certain times ships may stay longer then scheduled. CONTRACTOR must be able to maintain required security personnel for those additional hours with little or no notice.
- 8. All security services performed shall comply with the State and FDLE requirements and shall be coordinated with the City of Key West Police Department. Where applicable, the security services shall be in compliance with the City of Key West Security Plan or as designated by the director of Port Operations for the City of Key West.
- 9. The City's intent is to implement a penalty clause that will begin 60 days after inception of service. After such time, should the contractor be unable to provide the required services as described in the contract and related bid documents, then the City may provide services using alternative resources. Subsequently, after two service infractions within three months, or three in any six-month period, the City will charge back to the vendor an hourly rate of \$35/hour for actual hours worked by City of Key West Police, to cure contractor service deficiencies. The City will serve notice to the Contractor of infractions and its intent to implement the penalty clause. Notwithstanding the provisions of paragraphs 17 & 18, the City will endeavor to allow the Contractor a reasonable tolerance to correct such deficiencies, without compromising the security plan, before implementing alternatives. The contractor will be responsible for these additional costs and such cost will be deducted from payments owed contractor. The City will notify the Contractor in writing its agent(s) designated to administer compliance with this provision.
- 10. CONTRACTOR must notified the CITY the day prior to the day when CONTRACTOR has insufficient guards to cover required security services.
- 11. All CONTRACTOR security personnel must be proficient in speaking and reading English.
- 12. All CONTRACTOR security personnel must wear a company issued uniform approved by the City and must be maintain a professional appearance at all times.
- 13. The CITY may require CONTRACTOR security personnel to seek a Port Security Classification once available from the State of Florida. Certification will be obtained at the expense of the CONTRACTOR.
- 14. CITY shall pay CONTRACTOR within forty-five (45) days from the date of receipt of a correct and approved written invoice for payment.
- 15. CONTRACTOR shall carry the following insurance:

Workers' Compensation Insurance: Statutory – in compliance with the Compensation law of the State of Florida. The coverage must include Employer's Liability with a limit of One Million (\$1,000,000.00) Dollars each accident.

EM.

Comprehensive General Liability: Coverage shall have minimum limits of \$1,000,000.00 each occurrence/\$2,000,000.00. General Aggregate/\$1,000,000.00 products/completed operations, Combined Single Limit for Bodily Injury Liability and Property Damage liability, this shall include Premises and/or Broad Form Property Damage, Contractual Liability endorsement and there should be no XCU exclusion in the policy.

Business Auto Liability: Coverage shall have minimum limits of \$1,000,000.00 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, hired and Non-Owned Vehicles and Employee Non-Ownership.

16. The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, property damage, losses, personal injuries, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR, its employees or agents, in the performance of this Agreement. Nothing herein is intended to waive the sovereign immunity afforded to CITY pursuant to Florida law, including section 768.28, Florida Statutes.

This indemnification shall survive the expiration or termination of this Agreement. In the event that any action or proceeding is brought against the CITY by reason of such claim or demand, CONTRACTOR shall, upon written notice from the CITY, resist and defend such action or proceeding by counsel satisfactory to the CITY. The CONTRACTOR shall defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the CITY's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the CITY whether performed by CONTRACTOR, or by persons employed or used by CONTRACTOR.

The CONTRACTOR'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 CONTRACTOR's limit of or lack of sufficient insurance protection.

- 17. This Agreement is for a term of three (3) years from the date this Agreement is executed by both parties. The City will allow an annual CPI-U (for Miami/Ft. Lauderdale) increase beginning on the date if the signed Agreement. The parties may renew the Agreement on the same terms and conditions, for an additional two (2) calendar year period, with an increase negotiated by both parties, if mutually agreed to by CONTRACTOR and by the City Manager, at least sixty (60) calendar days prior to the contract expiration. If not renewed prior to the time specified, CITY may proceed to go out for bid for the services.
- 18. City shall have the right to terminate this contract with or without cause upon fourteen (14) calendar days written notice to CONTRACTOR. CONTRACTOR shall have the

l2/12/ 27

- right to terminate this Agreement with or without cause upon ninety (90) calendar days written notice to City.
- 19. Multiple tardiness and/or failure to show up for shifts by CONTRACTOR security personnel may result in termination of this Agreement contract or CONTRACTOR may be required to remove that security personnel from any City of Key West security detail. Final decisions in this matter will the KWPD/authorized City representative.
- 20. CONTRACTOR may not assign this Contract, and any changes to the terms of this Contract must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity.
- 21. The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for mediation, arbitration or any other legal proceeding shall be Monroe County, Florida.
- 22. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 23. Any notices sent shall be sent to the parties by U.S. mail as follows:

CITY OF KEY WEST

Dir. Port Operations PO Box 6434 Key West, FL 33041-6434 305-809-3790

Watchoog Security LLC 2750 Bahia Vista St Stellel Scressta FC 34239 (941) 365 4440

SIGNATURE PAGE FOR AGREEMENT FOR SECURITY SERVICES

day of2010.	s nereto, each nerewith subscribe the same, this
Attest:	City of Key West, Florida
Cheryl Smith, City Clerk	By: Jim Scholl, City Manager
	Watchdog Socurity LLC
	By: Male of
	Charles Newman, Managing Member