



**PROCUREMENT DIVISION**

401 Clematis St. 5<sup>th</sup> Floor  
West Palm Beach, FL 33401  
TEL: (561) 822-2100  
FAX: (561) 822-1564

*"The Capital City of the Palm Beaches"*

**Addendum #1  
RFP #09/10-112**

**Unarmed Security Guard Services**

Each recipient of this Addendum No. 1 to the Request for Proposal (RFP) who responds to the RFP acknowledges all of the provisions set forth in the RFP and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the above referenced RFP.

**SUBMITTED QUESTIONS**

- 1. Can you provide a copy of the "City's Standard Contract" form?  
**Answer:** Attached is the City's standard contract for services.
- 2. Are there currently security officers patrolling the area now? **Answer:** No.
- 3. Can you specify anticipated amount of weekly/monthly/annual mileage in order for us to provide appropriate estimate? **Answer:** Approximately 100 miles per week.
- 4. Typically, we line item auto's, phones. Is it possible to provide pricing in this format?  
**Answer:** Replace Page 25, Proposal Form P-4 with the attached PROPOSAL REVISED Form P-4.

Proposers must acknowledge receipt of this Addendum Number One in the space provided below. This Addendum forms an integral part of the RFP documents and therefore must be executed. Failure to return this addendum with your proposal submittal may be cause for disqualification.

Issued By: City of West Palm Beach  
Procurement Division  
February 5, 2010

Signed By:   
Nora W. Lauder milk  
Procurement Official

PROPOSER: \_\_\_\_\_

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PROPOSAL - REVISED

Unarmed security guard: the hourly rate is all inclusive (i.e. communication devices, uniforms, etc); there are no reimbursable expenses.

FIRM FIXED COST

- 1. Regular Shift – up to 10.0 hours \$\_\_\_\_\_/hour
2. Overtime – over10.0 hours \$\_\_\_\_\_/hour
3. Holidays \$\_\_\_\_\_/hour

Communication devices provided by Proposer: \_\_\_\_\_

Vehicle: \$\_\_\_\_\_/month

Vehicle provided by Proposer:

Year \_\_\_\_\_ Manufacturer: \_\_\_\_\_ Model \_\_\_\_\_

24 Hour Emergency Contact Person:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Cellular: \_\_\_\_\_

Company Name: \_\_\_\_\_ FEIN: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Signature

Date

Print Name

Title

Physical Address:

Street

City

State

Zip Code

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_



## **SERVICES AGREEMENT**

Matter No.  
Procurement No.  
Requisition No.

[Non-professional services – OVER \$10,000]

**THIS AGREEMENT** is made by and between the CITY OF WEST PALM BEACH, FLORIDA, a Florida municipal corporation, with a physical address of 200 Second Street, West Palm Beach, Florida and a mailing address of P.O. Box 3366, West Palm Beach, FL 33402-3366 (the "City") and \_\_\_\_\_, a \_\_\_\_\_ corporation with an address of \_\_\_\_\_ (the "Provider").

### **WITNESSETH**

**WHEREAS**, Provider is in the business of providing \_\_\_\_\_ services; and

[Alternative] **WHEREAS**, the City issued its Request for Proposals, RFP# \_\_\_\_\_ (the "RFP") pursuant to state and local law to solicit proposals to provide certain services; and

[Alternative] **WHEREAS**, Provider is a professional qualified to render said services and has responded to the RFP by submitting its proposal dated \_\_\_\_\_ (the "Proposal"); and

**WHEREAS**, the City desires to engage Provider to provide such services to the City according to the terms and subject to the conditions set forth herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of as such covenants and conditions, the City and Provider do hereby agree as follows:

1. **SERVICES.**

Provider shall provide the following services: (which services are hereinafter referred to as the "Services").

Provider shall render the Services in a diligent, careful and thorough manner consistent with good business practice. Time shall be of the essence with respect to all matters set forth in this Agreement.

1.3 The Services shall be completed, to City's satisfaction, in its sole discretion, within \_\_\_\_\_(\_\_\_\_) days from the Effective Date of this Agreement. The "Effective Date" shall be the date this Agreement is executed by the later of the City and Provider.

(additional terms regarding personnel, staffing, equipment, hours, etc. )))

## 2. COMPENSATION.

2.1 Fee. In consideration of the satisfactory performance of the Services by Provider, and the performance by Provider of all of its other duties and obligations as set forth in this Agreement, the City shall pay Provider the total sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_00) ("Fee"). The Fee shall be the sole compensation paid to Provider in connection with the rendition of the Services and the performance of any and all of its other obligations hereunder and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Provider.

2.2 Payment. Payment of Fees will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides prompt payment, interest payments, a dispute resolution process and payments for all purchases be made in a timely manner for properly executed invoices by local governmental entities.

2.3 Invoices. Invoices must identify the PO number and the RFP number, if applicable. Invoices shall be submitted to: West Palm Beach Finance Department, Attn: Accounts Payable, P.O. Box 3366, West Palm Beach, FL 33402-3366. Invoices shall show the nature of the service and dates(s) of service.

[Alternate: if fee on hourly basis] Invoices shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service.

2.4 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Provider, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Provider of liability for the defective, faulty or incomplete rendition of the Services.

3. TERM. The term of the engagement under this Agreement shall commence on the Effective Date and shall continue for a period of \_\_\_\_\_, subject to renewal or termination as provided in this Agreement. This Agreement may be renewed upon the sole discretion of the City for \_\_\_\_\_, subject to City funding.

## 4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF PROVIDER

4.1 Authority. Provider hereby represents and warrants to the City that it has full power and authority to enter into this Agreement and fully perform its obligations hereunder

without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

4.2 Duly Licensed. Provider represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

4.3 No Contingency. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, 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 Provider, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Provider, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

4.4 Provider represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes).

5. STANDARD OF CARE. The standard of care for all Services performed or furnished by Provider under this Agreement will be the care and skill ordinarily used by members of Provider's profession practicing under similar circumstances or at the same time and in the same locality.

6. COMPLIANCE WITH LAWS. In the conduct of the Services under this Agreement, Provider shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations.

7. INDEPENDENT CONTRACTOR. Provider acknowledges and agrees that it is an independent contractor of the City and is not an employee of the City. Provider more specifically acknowledges that: it will not be eligible to participate in any employee benefit maintained by the City; will not be covered by the City's workers' compensation insurance; will be solely and exclusively responsible for payment of all federal and state income, social security, unemployment and disability taxes due in respect of all compensation and/or other consideration paid by the City to Provider hereunder. Provider acknowledges that it shall have no authority to bind City to any contractual or other obligation whatsoever. Provider shall be entitled to seek and accept other engagements and/or employment during the term of this Agreement so long as such other employment or engagements do not interfere with the performance of Provider's duties hereunder. Provider shall be responsible to the City for all work or services performed by Provider or any person or firm engaged as a sub-provider or subcontractor to perform work in fulfillment of this Agreement.

8. RIGHT TO AUDIT. Provider shall maintain adequate records for the Services performed under this Agreement for three (3) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The City shall have the right to audit Provider's books and records, at the City's expense, upon prior notice, with regard to the Services provided to the City hereunder. Failure by Provider to permit such audit shall be grounds for termination of this Agreement by the City.

9. INSURANCE.

9.1 Provider shall purchase from and maintain, in a company or companies lawfully authorized to do business in Florida, such insurance as will protect the City from claims set forth

below which may arise out of or result from performance under this Agreement by Provider, or by a subcontractor of Provider, or by anyone directly or indirectly employed by Provider, or by anyone for whose acts Provider may be liable.

9.2 The insurance required shall be written for not less than the following limits of liability. Coverages shall be maintained without interruption from the effective date of this Agreement until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for five (5) years after final payment.

(1) General Liability – coverage in the minimum amounts specified below, and with a maximum deductible of \$25,000 per occurrence.

General Liability	\$500,000 per occurrence \$1,000,000 aggregate annually
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Property Damage	\$500,000 per occurrence \$1,000,000 aggregate annually
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(2) Automobile Liability \$300,000 combined single limit per occurrence

(3) Workers' Compensation: Workers' Compensation and Employer's Liability Insurance with limits as required by Chapter 440, Florida Statutes.

9.3 Certificates of Insurance shall be delivered to City prior to execution of this Agreement. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until a minimum of 10 days prior notice of cancellation for non-payment or 45 days' prior notice of cancellation otherwise. All certificates for general liability coverages shall name the City as an Additional Insured. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment. The Provider shall furnish one copy each of Certificates of Insurance for each copy of the Agreement which shall specifically set forth evidence of all insurance coverage required by the Agreement. The Certificate of Insurance shall be dated and show the name of the insured Provider, the specific Project or Agreement by name, the name of the insurer, the number of the policy, its effective date, and its termination date.

10. INDEMNITY. Provider agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with Provider's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Provider in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Provider's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Provider. This indemnification includes, but is not limited to, the performance of this Agreement by Provider or any act or omission of Provider, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Provider agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not

limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Provider under this indemnification provision. To the extent considered necessary by the City, any sums due Provider under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. The parties mutually acknowledge that the provisions of §725.08, Fla. Stat., have been fulfilled and govern this provision. This paragraph shall not be construed to require Provider to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. This clause shall survive the expiration or termination of this Agreement.

11. TERMINATION.

11.1 The City shall have the right to terminate this Agreement, in whole or in part, with or without cause, and for its convenience, upon five (5) days written notice to Provider. In the event of termination, the City shall compensate the Provider for all authorized work satisfactorily performed through the termination date under the payment terms set forth herein.

11.2 Provider shall immediately deliver all documents, written information and other materials concerning City projects in its possession to the City and shall cooperate in transition of its consulting duties to appropriate parties at the direction of the City.

11.3 Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section shall survive termination of this Agreement and remain in full force and effect.

12. NOTICE. All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to Provider at the address on the first page of this Agreement, attention: \_\_\_\_\_ or to the City, at the address on the first page of this Agreement, attention: City Administrator, with a copy to the City Attorney, or to such other address or person as shall be designated by a party in a written notice given in the manner required hereby.

13. TAXES. Provider understands that in performing the Services for the City, Provider is not exempt from paying sales tax to Provider's suppliers for materials required for Provider to perform under this Agreement. Provider shall not be authorized to use the City's tax exemption number for purchasing supplies or materials.

14. AVAILABILITY OF FUNDS. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. In the event funds to finance this Agreement become unavailable, the City may terminate this Agreement upon no less than twenty-four (24) hours notice to Provider. The City shall be the sole and final authority as to the availability of funds.

15. NON-DISCRIMINATION. Provider shall not discriminate against any employee or applicant for employment or in the provision of Services because of race, color, religion, sex, gender identity or expressions, national origin, age, disability, familial status, marital status or

sexual orientation, or any other factor which cannot be lawfully used as a basis for service delivery.

16. ASSIGNMENT. This Agreement requires the personal skills and experience of Provider and may not be assigned by Provider. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns.

17. FORCE MAJEURE. Any deadline provided for in this Agreement may be extended, as provided herein, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

18. TRUTH-IN-NEGOTIATION. Execution of this Agreement by Provider shall be deemed certification that the compensation and hourly rates and other expenses or costs to be compensated under this Agreement are accurate, complete and current at the time of contracting. The fees and expenses payable under this Agreement shall be adjusted to exclude any significant sums should the City determine that the fees and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside providers. The City shall exercise its rights under this provision within one (1) year following final payment.

19. NO CONFLICTS.

19.1 Provider represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. The Provider further represents that no person having any interest shall be employed or engaged by it for said Services.

19.2 Provider, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship business association or other circumstance, which may influence or appear to influence Provider's exercise of judgment or quality of the Services being provided under this Agreement. Provider, its officers, personnel, subsidiaries and subcontractors shall not perform services for any third party that would in any way be in conflict with the Services to be provided to the City under this Agreement.

19.3 Provider shall promptly notify the City in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Provider intends to undertake and shall request the opinion of the City as to whether such association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Provider. The City agrees to notify the Provider by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Provider, the City shall so state in its opinion and the Provider may, at its option, enter into said association, interest or circumstance and it shall be deemed not in

conflict of interest with respect to services provided to the City by Provider under this Agreement.

19.4 In the event Provider is permitted to utilize subcontractors to perform any services required by this Agreement. Provider agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

20. PUBLIC ENTITY CRIMES ACT. Provider represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Provider and its subcontractors under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

21. LOBBYING CERTIFICATION. Provider certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

22. SMALL BUSINESS REQUIREMENTS. Provider shall comply with the City's Small Business Ordinance set forth in Chapter 66 of the Code of Ordinances of the City of West Palm Beach, which is incorporated herein by this reference. Provider shall comply with the small business commitment contained in Consultant's Proposal. Provider shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the City to inspect and audit such records.

23. GOVERNING LAW. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law. The City and Provider submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. PROVIDER agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

24. SEVERABILITY. In the event that any sentence, section, paragraph or portion of this Agreement shall be held by a court to be invalid for any reason, such invalidity shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

25. WAIVER. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

26. HEADINGS. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

27. ENTIRE AGREEMENT. This Agreement [ALT: including the RFP and the Proposal] and exhibits hereto embody the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements

and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the City and Provider.

28. **CONTROLLING PROVISIONS.** Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFP and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the RFP; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year last executed below.

ATTEST:

**CITY OF WEST PALM BEACH**

By: \_\_\_\_\_

By:

\_\_\_\_\_  
City Clerk

Lois J. Frankel, Mayor

Date: \_\_\_\_\_,

2009

CITY ATTORNEY'S OFFICE  
Approved as to form and legal sufficiency  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

**PROVIDER:**

(firm name)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_