

**CITY OF FORT PIERCE CONTRACT NO. 2017-014
FOR
SECURITY GUARD SERVICES**

Contract is made between City of Fort Pierce (CITY) and Excelsior Defense, Inc. , 2232 Central Avenue of the City of St. Petersburg, State of Florida, 32822 hereinafter referred to as Contractor.

The parties to this Contract in consideration of the mutual covenants and stipulations set out herein agree as follows:

Section 1

Contractor shall be defined as an individual, firm, or corporation having a direct contract with CITY or with any other subcontractor in the performance of a part of the work contracted for under the terms of Contractor's direct contract with CITY.

Section 2

Contractor is hereby contracted with to perform the following services: Security Guard Services in accordance with Exhibit B, Scope of Services appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Contract.

Section 3

The services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site: 100 North U.S. Highway 1, Fort Pierce, FL 34950, or other areas as requested by the Director of Public Works.

Section 4

The job upon which Contractor is to perform the services shall be referred to as Security Guard Services, Bid No. 2017-014, Piggyback Fort Pierce Utilities Bid No. 13-51 job.

Section 5

Contractor shall be paid by CITY in the following manner: monthly and in accordance with the Florida Prompt Payment Act, Florida Statutes 218.70-79. The calculations shall begin using the date the invoice was received.

Total job price: Not to exceed \$55,000.00 (Fifty-Five Thousand Dollars and no cents) on the terms contained in Contractor's said proposal for the doing of said work and the said award therefore, and the Specifications herein specifically referred to and made a part of this Contract.

Section 6

Contractor shall, under no circumstances, look to CITY to provide any labor or equipment for Contractor. Contractor shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of Contractor. Property of any kind that may be on the premises, which are the site of the performance of this Contract, during the performance of this Contract, shall be at the sole risk of Contractor.

Section 7

Contractor shall provide certificate of insurance to CITY setting forth the type and amount of insurance carried by Contractor and conforming to the minimum requirements set forth in Exhibit A, insurance Requirements and the Specifications defined in section 2 above. All requirements of this section shall be approved by CITY.

Section 8

This instrument contains the entire agreement between the parties and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Contract shall be valid or binding and this Contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

Section 9

This Contract shall commence upon June 1, 2017 and end on May 31, 2018. This Contract will remain in effect in the event of a natural disaster.

Section 10

Contractor acknowledges and understands that he is an independent contractor in his relationship to CITY.

Section 11

This Contract shall inure to the benefit of and be binding upon the heirs, executors, administrator, assignees and successors of the respective parties.

Section 12

CITY shall have the right to terminate said Contract by giving Contractor thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. CITY will determine in its sole judgment what constitutes a satisfactory level of service.

CITY may terminate this Contract in accordance with the following terms and conditions:

- A. Termination for Convenience. CITY may, when in the interests of CITY, terminate performance under this Contract by Contractor, in whole or in part, for the convenience of CITY. CITY shall give written notice of such termination to Contractor specifying when termination becomes effective. Contractor shall incur no further obligation in connection

with the work so terminated, other than warranties and guarantees for completed work, and Contractor shall stop work when such termination becomes effective. Contractor shall also terminate outstanding orders and subcontracts for the affected work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. CITY may direct Contractor to assign Contractor's rights, title and interest under termination orders or subcontracts to CITY or its designee. Contractor shall transfer title and deliver to CITY such completed or partially completed work and materials, equipment, parts, fixtures, information and contract rights as Contractor has in their possession or control. When terminated for convenience, Contractor shall be compensated as follows:

- i. Contractor shall submit a termination claim to CITY specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by CITY. If Contractor fails to file a termination claim within one (1) year from the effective date of termination, CITY shall pay Contractor an amount derived in accordance with subsection (iii) below:
- ii. CITY and Contractor may agree to the compensation, if any, due to Contractor hereunder;
- iii. Absent agreement to the amount due to Contractor, CITY shall pay Contractor the following amounts:
 - a) Contract costs for labor, materials, equipment and other services accepted to CITY's satisfaction under this Contract;
 - b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating Contractor's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any; and
 - c) Reasonable costs of settling and paying claims arising out of the termination of subcontractors or order pursuant to subsection A of this section (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and Contractor shall be limited by CITY's right to direct the replacement of subcontractors under section 12.A.

The total sum to be paid Contractor under this subsection A shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- B. Termination for Cause. If Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligation for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then CITY, in addition to any other rights it may have against Contractor or others, may immediately terminate the performance of Contractor, in whole

and equipment at the site and may complete the work.

In such case, Contractor shall not be paid further until the work is complete. After completion has been achieved, if any portion of the contract price, as it may be modified hereunder, remains after the cost to CITY of completing the work, including all costs and expenses of every nature incurred, has been deducted by CITY, such remainder shall belong to Contractor. Otherwise, Contractor shall pay and make whole CITY for such cost. This obligation for payment shall survive the termination of the Contract.

In the event the employment of Contractor is terminated by CITY for cause pursuant to this subsection B and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under subsection A and the provisions of subsection A shall apply.

- C. Termination for Non-Appropriation. CITY may also terminate this Contract in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the project, regardless of the source of such funds, and such termination shall be on the terms of subsection A.
- D. CITY's rights under this section shall be in addition to those contained elsewhere herein or provided by law.

Section 13 – Public Records

- 1.1 City strictly adheres to all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes." In accordance with Chapter 119, Florida Statutes, Contractor shall comply with all public records laws, specifically to:
 - 1.1.1 Keep and maintain public records required by City to perform the service.
 - 1.1.2 Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 1.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to City.
 - 1.1.4 Upon completion of the contract, transfer, at no cost, to City all public records in possession of Contractor or keep and maintain public records required by City to

perform the service. If Contractor transfers all public records to City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

- 1.2 **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@city-ftpierce.com,' 100 North U.S. 1, Fort Pierce, FL 34950.**

Section 14

- A. Contractor shall indemnify and hold harmless CITY and its officers, agents and employees, from any liabilities, damages, losses 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 and persons employed or used by Contractor in the performance of this Contract.
 - B. In accordance with section 2-63 of the City of Fort Pierce Code of Ordinances, CITY has the right to audit the books and records of Contractor under any Contract other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such Contract. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract.
 - C. Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written approval of CITY.
 - D. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than CITY and Contractor.
 - E. Venue: This Contract shall be constructed in accordance with the laws of the State of Florida and venue shall be St. Lucie County.
- Contract the day and year set forth below.

EXHIBIT "A"
INSURANCE REQUIREMENTS

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Contract the day and year first above written.

Signed, sealed and delivered in the presence of:

CONTRACTOR

Name of Firm (Typed or Printed)

BY: _____
Signature/Officer of Firm (Manual)

Name (Typed or Printed)

TITLE: _____

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by

_____, _____, of _____
Officer of Firm Title Name of Firm
a _____ corporation, on behalf of the corporation.
State

He/She is personally known to me or has produced _____
as identification.

Notary Public

My commission expires: _____

ATTEST:

CITY OF FORT PIERCE

Linda Cox, City Clerk

BY: _____
Linda Hudson, Mayor

(CITY Seal)

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
James M. Messer, City Attorney

EXHIBIT "A"
INSURANCE REQUIREMENTS

1. The Successful Proposer shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein.

The Successful Proposer shall not commence services until the required insurance is in force and evidence of insurance acceptable to the City has been provided to and approved by the City. With respect to the Workers' Compensation Insurance, Professional Liability Insurance, and Automobile Liability Insurance, an appropriate Certificate of Insurance and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability Insurance an appropriate Certificate of Insurance signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance. Until such insurance is no longer required by this Contract, the Successful Proposer shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to the City, if requested by the City, the Successful Proposer shall, within thirty (30) days after receipt of a written request from the City, provide the City with a certified copy or certified copies of the policy or policies providing the coverage required. The Successful Proposer may redact those portions of the insurance policies which are not relevant to the coverage required by this Contract.

A. Workers' Compensation Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without restrictive endorsements other than those required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against the City, and its officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement) Advisory Form WC 00 03 13) with the City, and its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide the City with 30 days' notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

EXHIBIT "A"
INSURANCE REQUIREMENTS

Part One:	"Statutory"	
Part Two:	\$1,000,000	Each Accident
	\$1,000,000	Disease – Policy Limit
	\$1,000,000	Disease – Each Employee

B. Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office (ISO) without restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida

The City shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10, Additional Insured – Owners, Lessees, or Contractors (Form B).

The policy must be endorsed to provide the City with 30 days' notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$2,000,000	Personal and Advertising Injury
\$2,000,000	Each Occurrence

C. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the standard Business Auto Policy (ISO Form CA 00 01), without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work.

Policy must be endorsed to provide the City with 30 days' notice of cancellation.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$2,000,000	Each Occurrence – Bodily injury and Property Damage Combined
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EXHIBIT "A"
INSURANCE REQUIREMENTS

D. Professional Liability Insurance

Such insurance shall be on a form acceptable to FPUA and shall cover the Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Policy must be endorsed to provide the City with 30 days' notice of cancellation

The minimum limits shall be:

\$2,000,000 Each Claim/Annual Aggregate

[This requirement for Professional Liability Insurance may be waived providing the Commercial General Liability coverage, required in Section B (above) includes coverage for full personal injury, contains no assault and battery exclusion, and covers losses to client's property.]

2. The insurance provided by the Successful Proposer shall apply on a primary basis. Any insurance maintained by the City shall be excess of and shall not contribute with the insurance provided by the Successful Proposer. Except as otherwise specified, no deductible or self-insured retention is permitted. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of the City), the Successful Proposer shall be responsible for paying on behalf of the City (and any other person or organization the Successful Proposer has, in the agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.
3. Compliance with these insurance requirements shall not limit the liability of the Successful Proposer. Any remedy provided to the City by the insurance provided by the Successful Proposer shall be in addition to, and not in lieu of, any other remedy (including, but not limited to, as an indemnitee of the Successful Proposer) available to the City.
4. Neither approval by the City nor failure by the City to disapprove insurance furnished by the Successful Proposer shall relieve the Successful Proposer from responsibility to provide insurance as required by this Contract.

EXHIBIT "A"
INSURANCE REQUIREMENTS

5. Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce, FL 34954-1480

Additional Insured for Commercial General Liability

City of Fort Pierce and its members, officials, officers and employees.

EXHIBIT "B"
SCOPE OF WORK



ORLANDO OFFICES
5840A South Semoran Blvd.
Orlando, FL. 32822

Phone (407) 277-7732
Fax (407) 277-7721
www.excelsiordefense.com

May 22, 2017

Mike Reals
The City of Fort Pierce
P.O Box 1480
Fort Pierce, FL 34954

Dear Mr. Reals:

Thank you for allowing Excelsior Defense, the opportunity to present our qualifications to serve City of Fort Pierce. Our goal is to provide your property with a comprehensive, professional and affordable security service.

We believe we provide the best services at the best value to City of Fort Pierce, based on our experience. Excelsior Defense, Inc. is a privately owned armed and unarmed security guard services company with more than sixteen (16) years' experience.

Excelsior Defense agrees to be bound by this proposal without modifications, unless mutually agreed to upon further negotiations between City of Fort Pierce and Excelsior Defense. This proposal is valid for 120 calendar days from opening date.

Our company was organized in January 1999, and at present we have over 275 employees. Our corporate office is located at 2232 Central Avenue, St. Petersburg Florida and our Branch Office located at 5840A South Semoran Blvd, Florida 32822.

Excelsior Defense, Inc. is a leading security supplier in the Southeast region. Because of our stability we have the capital, equipment and expertise needed for any size project.

Security management of this contract will be provided by our Orlando Executive Manager and have coordination through our Quality Control Inspector.

Choosing the right security provider today means you can expect continuous performance year after year. Financial strength is often an overlooked indicator of a provider's long-term presence.

EXHIBIT "B"
SCOPE OF WORK

It provides you greater confidence regarding the provider's ability to:

- **Make payroll 100% of the time, on-time**
- **Maintain a local office**
- **Survive during the normal turbulence of doing business**

Please allow me to quickly outline some of the principles and benefits Excelsior Defense, Inc. will supply:

1. A complete understanding of what is wanted by you from a security application standpoint. We conduct an extensive site survey stating corrective recommendations and develop a complete set of security instructions for the post. These instructions are used as a guide for our training program, and insure that our officers carry out their functions according to your needs.
2. Careful selection of the security officers assigned to your facilities. We own a Private Investigative company with ability to conduct comprehensive background checks. We have personnel that recruit and interview prospective security officers. We conduct pre-Employment background checks by sending confidential questionnaires to all employers and character references listed on the application. All persons employed by Excelsior Defense, Inc. are submitted for a comprehensive employee background check and must have a valid State Security License class "D" and "G".
3. Provide consistent, multi-level supervision of the officers assigned to your property. This is a genuine effort to work with the officers to improve performance. Excelsior Defense, Inc. will be on duty 24 hours per day, 7 days per week. They assist in training new officers, provides emergency relief, and monitor overall officers performance.
4. Most importantly we maintain a close working relationship with our clients. When we provide you security, you will speak with the management at least monthly and more often if desired. He will be constantly checking for any changes or problems that might arise. Through frequent contact, we control problems when they are small and easy to correct.

Excelsior Defense will furnish management, supervisory, administrative, professional, and technically trained personnel, training, uniforms, equipment, materials, and supplies necessary to staff, operate, and provide routine and emergency protective and security support services in accordance with the contract, post orders, special orders and State of Florida laws and standards.

Sincerely,

Joshua Gant
Executive Manager

EXHIBIT "B"
SCOPE OF WORK

UNDERSTANDING THE CLIENTS REQUIREMENTS

STATEMENT OF WORK

General: Excelsior Defense will provide all required materials, equipment, and personnel necessary to provide Security Officer Services in accordance with the following schedule options.

Security –Armed

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8AM to 5PM	8Am to 5PM	8AM to 5PM	8AM to 5PM	8AM to 5PM		

Hours Scheduled do not include On-Call Hours or Meetings as discussed by the client.

WORK PLAN

Excelsior Defense shall provide management, supervision, manpower, equipment and supplies necessary to provide security officer services, as described herein for the services. Period of performance will be one (1) year. Excelsior Defense will have an adequate number of guards who will be available for this assignment.

1. Contract Effort Required

- ✚ Productive Man-hours Required: See Schedule options – Page 3.
As used herein, the term “Man-Hours” shall include only the actual working time of the security officer performing services.
- ✚ Supervisory Man-Hours Required: Excelsior Defense shall provide supervision to insure complete and total conformance with the specifications.

2. Limitation on Man-hours to be provided by security officers.

- ✚ No security officers of Excelsior Defense shall provide more than twelve (12) hours of service on this contract, in any twenty four (24) hour period.

3. Services Provided

- ✚ Excelsior Defense will provide trained and licensed officers at all times to perform the service as prescribed by:

- The Contract.
- Standard Operating Procedures.
- Site Specific Instructions.

EXHIBIT "B"
SCOPE OF WORK
COST ESTIMATES

Excelsior Defense recognizes that excellent security cannot be priced at a level, which would compromise the integrity of the security program. The billing rates we offer are "realistically" priced to allow Excelsior to provide a service which both Excelsior Defense and our clients can be proud of. We have not "low-balled" our budget like many security agencies may do. Rather, the budget we present will achieve the desired result.

BASIC HOURLY VALUE PER DOLLAR

Armed Security Officer with Phone

<i>Armed</i>	<i>Rate Per Hour</i>	<i>Sales Tax</i>	<i>Total Hourly</i>	<i>Total Weekly</i>	<i>Total Monthly</i>	<i>Total Yearly</i>
45 Armed Guard Hours	17.12	N/A	17.12	\$770.40	\$3,336.84	\$40,060.80

Overtime/Additional Services and Meetings rate is 25.68

The cost of services includes the following features and support:

- | | |
|---------------------------------|---------------------------------|
| Local Office | Innovative Operational Programs |
| Classroom Training | Security Awareness Programs |
| Local, Stable Management | Background Investigations |
| Emergency Management Plan | Drug Testing |
| Thorough Recruiting & Selection | Strong Financial Support |
| Uniforms | Equipment |
| Reports and Log Books | |