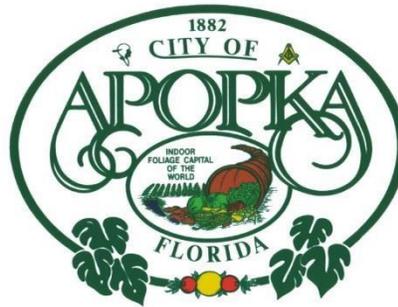


Request for Proposal (RFP)
RFP Number: 2016-15

Security & Fire Alarm
System Installation,
Monitoring, Inspection,
Testing and Maintenance



Issued by:
City of Apopka
Public Services Department

Visit us on the web at www.apopka.net

Advertised & Issued Date: July 24, 2016

Mandatory Pre-Bid Meeting: August 3, 2016 at 9:30 AM

Opens: August 24, 2016 at 10:45 AM

REQUEST FOR PROPOSALS (RFP)

NOTICE IS HEREBY GIVEN that the CITY OF APOPKA is seeking sealed proposals for the following work as specified:

RFP NUMBER: 2016-15

**SECURITY& FIRE ALARM SYSTEM INSTALLATION, MONITORING, INSPECTION,
TESTING AND MAINTENANCE**

The City of Apopka will be accepting sealed proposals until 10:30 AM on Wednesday, **August 24, 2016** and will open such proposals at 10:45 A.M. in Council Chambers, City Hall, 120 East Main Street, Apopka, Florida 32703. ***Proposals received after 10:30 A.M. EST will not be considered and will be returned to the proposer unopened.***

The City is soliciting proposals for Security and Fire Alarm System Installation, Monitoring, Inspecting, Testing and Maintenance from reputable firms, licensed to do business in the State of Florida and under the laws of the State of Florida. These services should be efficient and economical, adhere to industry standards and best practices, utilizing the latest available non-proprietary technology.

Proposals will be ranked using the Proposers experience; ability to provide specified services; aggregate cost and the completeness of RFP. RFP Number: 2016-15, Security and Fire Alarm System Installation, Monitoring, Inspecting, Testing and Maintenance Services Contract; will be awarded to the highest ranked Proposer, as described in the Evaluation Methods Section.

The RFP Packet may be examined and obtained on and after **July 24, 2016** on DemandStar and the City of Apopka website at www.apopka.net. Vendors who obtain solicitation documents from sources other than these, are cautioned that the solicitation package may be incomplete. Furthermore, all addendums will be posted and disseminated via DemandStar and/or the City of Apopka website.

One (1) unbound original, five (5) bound copies and one electronic in PDF format of the proposal must be submitted no later than 10:30 A.M. on **August 24, 2016** in sealed envelopes bearing the words **“Security and Fire Alarm Installation, Monitoring, Inspection, Testing and Maintenance”** RFP: 2016-15 and shall be submitted to the City Clerk’s Office, City of Apopka, 120 East Main Street, Apopka, Florida 32703. **E-mailed and faxed proposals will not be accepted.**

Responsible questions regarding this RFP offering may be directed to the Purchasing Manager at rdufresne@Apopka.net. The last date for questions pertaining to this proposal is **August 15, 2016**. Questions after this date will not be answered.

The City of Apopka reserves the right to reject any and all proposals, to waive any and all informalities or irregularities and to accept or reject all or any part of any proposal as they may deem to be in the best interest of the citizens of the City of Apopka. **The winning firm is required to enter into a contract with the City of Apopka.**

CITY OF APOPKA

R. John Dufresne
Finance Department, Purchasing Manager
150 E. 5th Street
Apopka, Florida 32703

Advertised dates: July 24, 2016

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STATEMENT OF NON-PARTICIPATION

RFP Number: 2016-15

**SECURITY AND FIRE ALARM SYSTEM INSTALLATION, MONITORING, INSPECTING,
TESTING AND MAINTENANCE**

Note: If you do not intend to submit a bid /proposal on this item/service, complete this form and mail to:

R. John Dufresne
Finance Department, Purchasing Manager
150 E. 5th Street
Apopka, Florida 32703

Please indicate the Proposal number and title of the Proposal on the outside of the envelope.

We/I do not wish to participate in this proposal for the following reason:

- Specifications are proprietary
- Unable to supply at this time
- We do not carry this item
- We do not provide this service
- Unable to meet specifications
- Unable to meet Bond requirements
- Other

Please keep us on your bid list for future projects _____ Yes _____ No

Signature: _____

Name/Title (printed): _____

Name of Company: _____

Address: _____

SPECIAL INSTRUCTIONS TO PROPOSERS

SECTION 1 – DEFINITIONS AND ACRONYMS

Whenever the following terms appear in the Proposal, the intent and meaning shall be interpreted as follows:

- 1.1 **City:** The City of Apopka, Florida.
- 1.2 **Contract:** The written agreement for performance of the Scope of Work entered into between the City and the successful Proposer.
- 1.3 **Contract Administrator:** The Purchasing Manager, or some other employee expressly designated as Contract Administrator in writing by the City Administrator, who is the representative of the CITY concerning the Contract Documents.
- 1.4 **Evaluation/Selection committee:** City staff and/ or outside consultants assigned to evaluate the submitted proposals.
- 1.5 **Proposer:** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this Agreement, Proposer shall mean the same thing as the Bidder.
- 1.6 **Proposal:** shall refer to any term used interchangeably with Bid while retaining the same meaning.
- 1.7 **Purchasing Office:** The Purchasing Division of the Finance Dept. of the City of Apopka.
- 1.8 **“Provider”, “Bidder”, “Contractor”, or “Successful Proposer” or “Consultant”:** The Proposer receiving an award as a result of this Request for Proposal. Said terms may be used interchangeably while retaining the same meaning.
- 1.9 **Qualifications/Proposal(s),** shall refer to any Offer(s) submitted in response to this Request for Proposal.
- 1.10 **Request for Proposal, “RFP”, or Proposal:** This Request for Proposal including all Exhibits and Attachments as approved by the City, and addendums or change orders issued by the Purchasing Division.
- 1.11 **Request for Proposal, or Proposal:** Terms used interchangeably in this Request for Proposal while retaining the same meaning.
- 1.12 **Subcontractor/ Sub consultant:** Any person, firm, entity, or organization, other than the employees of the successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.
- 1.13 **Work, Services, Program, Project, or Engagement:** All matters that will be required to be done by the successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this RFP.

- 1.14 **ADM:** means the City of Apopka, Administration
- 1.15 **FI:** means the City of Apopka, Finance Department
- 1.16 **FM:** means Forcemain
- 1.17 **FD:** means the City of Apopka, Fire Department
- 1.18 **GSM:** means Global System for Mobile connections
- 1.19 **IT:** means the City of Apopka, Information Technology Department
- 1.20 **MCC:** means Motor Control Center
- 1.21 **NFPA:** means the National Fire Prevention Association
- 1.22 **NSRWTF:** means the City of Apopka, North Shore Reclaimed Water Treatment Facility
- 1.23 **PD:** means the City of Apopka, Police Department
- 1.24 **RAI:** means Request for Additional Information
- 1.25 **RFI:** means Request for Information
- 1.26 **RFP:** means Request for Pricing
- 1.27 **PS:** means the City of Apopka, Public Services Department
- 1.28 **REC:** means the City of Apopka, Recreation Department
- 1.29 **RW:** means Reuse or Reclaimed Water
- 1.30 **UL:** means Underwriters Laboratories
- 1.31 **WM:** means Water Main
- 1.32 **WTP:** means Water Treatment Plant
- 1.33 **WWTP:** means Wastewater Treatment Plant

SECTION 2 – SCOPE OF SERVICES

A. SCOPE OF PROPOSAL

The City is soliciting proposals on behalf of the City of Apopka, Public Services Department, for Security and Fire Alarm System Installation, Monitoring, Inspecting, Testing and Maintenance from reputable firms, licensed to do business in the State of Florida and under the laws of the State of Florida. These services should be efficient and economical; adhere to industry standards and best practices; and utilizing the latest available non-proprietary technology.

The Contractor shall provide all labor, tools equipment, materials, hardware, and consumables necessary for the total installation, monitoring, inspection, testing, maintenance and repair services, for all Security and Fire Protection at various locations throughout the City of Apopka and its Utility Service Area.

B. REFERENCES

1. Underwriters Laboratories (UL)
2. National Fire Protection Association (NFPA 72 National Fire Alarm Code latest edition)
3. State of Florida Association, Division of State Fire Marshall, Uniform Fire Safety Rules and Standards, Chapter 4A – 48 Fire Alarm Systems
4. NFPA Standards 71-9, Sections 1-10 for signals and reports
5. All of City of Apopka's related standards

C. REGULATORY REQUIREMENTS

1. Central Monitoring Station shall be UL approved.
2. Monitoring, maintenance, testing and inspection services shall conform to the requirements of NFPA Code 72 (latest edition), standards adopted by the City of Apopka.
3. Florida Administrative Code 4A – 48 Fire Alarm Systems.
4. All necessary permits for work shall be obtained from the City of Apopka.

D. ALARM PRODUCTS

Security and Fire alarm systems shall be provided with and utilize cellular GSM (Global System for Mobile connections) for communication with Central Monitoring Station.

E. MONITORING

The Contractor shall provide continuous monitoring services through a UL Certified Central Monitoring Station for the monitoring of all security and fire alarm systems. The monitoring shall be provided twenty-four (24) hours a day, seven (7) days a week.

Monitoring Services shall be addressed by one (1) Contract only, with the awarded Contractor.

After the Contract has been awarded, the Contractor shall provide the Facility Administrator or designee with the registration and phone numbers used by the Contractor for each location.

1. The Central Monitoring Station shall:
 - a. Immediately retransmit the alarm to the appropriate communications center.
 - b. Immediately notify the Emergency Contact for that building. Each building will have a list of three (3) contacts and a specific notification order provided to the Contractor. If unable to reach the first contact, the Central Monitoring Station shall attempt to contact the second, and so on.

2. The Contractor shall:
 - a. Have a technician available to discuss and troubleshoot alarm problems.
 - b. Dispatch a technician to arrive within one (1) hour to protected premises, if an alarm cannot be reset, and requested by a City Representative.
 - c. Follow all requirements of applicable NFPA Codes and Standards for Disposition of Signals and Reports.
 - d. Follow all of the above procedures at all times, except for routine maintenance, pre-arranged inspections or test(s).
 - e. Provide these services, when requested by a City Representative, at any of the monitored locations.
 - f. Will NOT dispatch a technician prior to receiving authorization from the City's Representative.
 - g. Opening and Closing Service may be requested at any of the City's Security Alarm System locations shown on Table 1.

F. INSTALLATION

1. Security and Fire alarm transmitting devices are to be cellular GSM.
2. No telephone landlines are to be used in the transmission of Security or Fire alarm data to the Central Monitoring Station.
3. Prior to mounting an alarm panel any obstructions that would block or reduce the cellular signal strength should be considered.

4. Initial Installation and hook-up shall be completed within ten (10) working days of request.
5. Security and Fire alarm panel boxes are to be mounted and hard-wired into commercial power. Should there be a loss of commercial power, battery backup power shall be available and able to provide power for a minimum of three (3) hours of normal operation.
6. All equipment and hardware shall be non-proprietary, new and of high commercial grade.

G. INSPECTION, TESTING AND REPORTING

1. Schedule:
 - a. A schedule of all routine inspections and tests shall be submitted to the Facility Administrator or designee, showing all locations, dates and times separately for each location.
2. Fire Alarm System Inspection and Testing:

The Contractor shall perform:

 - a. Two (2) Quarterly Inspections; one (1) Semi-Annual Inspection and Testing; and one (1) Annual Inspection and Testing. These tests shall be strictly in accordance with the latest edition of NFPA 72 Code.
 - b. The testing and inspection shall include all visual inspections required by NFPA 72, and all testing frequencies as referenced in NFPA 72.
 - c. Within five (5) working days from the completion of each inspection or test the Contractor shall submit a Test Certificate and Inspection report in accordance with State of Florida Administrative Code, Chapter 4A – 48, Section 4A – 48.005 to the Facility Administrator or designee.
3. Security Alarm Inspection and Testing:
 - a. A full functional Test of ALL devices is to be conducted annually. A written report shall be submitted to the Facility Administrator or designee within five (5) working days from completion of the testing.

H. MAINTENANCE AND REPAIR

1. Routine Maintenance and Repair: All work orders generated for regular and routine maintenance and repair, shall be approved in advance by the Facility Administrator or designee.

2. Hourly Rates: All hourly rate charges for routine repair or emergency repair shall begin at the time when the Contractor or representative arrives at the site and end upon the completion of work at the site.
3. Overtime Rates: Any overtime hourly rates shall be clearly identified with dates, times and locations work was performed.
4. Parts: Any parts furnished by the Contractor shall be at the Contractor's actual cost plus ten-percent (10%). Evidence of actual cost shall be required.

I. INVOICES

1. All invoices for Monthly Monitoring, Quarterly/Annual Inspections and Testing, Regular Maintenance, Routine and Emergency Repairs, shall include the Building Code, the Work Order and a signature from the City employee at the site.
2. Invoices for Inspection and Testing shall include the corresponding reports for each location separately.
3. Invoices for regular or routine maintenance, routine and emergency repair shall be accompanied with a copy of its work order.
4. Monthly Statements shall be sent to:

City of Apopka
Finance Department, Purchasing
150 E. 5th Street
Apopka, Florida 32703

J. USE OF PREMISES

During the progress of the work specified herein, the Contractor shall keep the premises free from accumulation of waste materials, rubbish and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery, surplus material and leave the site clean and ready for occupancy. The Contractor shall restore to their original condition, those portions of the site not designated for alteration by the Contract Documents.

K. SAFETY AND PROTECTION

The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.

L. BUILDING LOCATIONS

Table 1, below identifies the Alarm System Type, to be installed, monitored, inspected, tested and maintained; Building Code, assigned to each building; Building Name, the formal or common name used to identify the building; and the Address of the building.

Table 1

Alarm System Type	Building Code	Building Name	Address
Fire & Security	ADM 1	Chamber of Commerce	180 E. Main Street
Fire & Security	ADM 2	City Gym/Record Storage	175 E. 5 th Street
Fire & Security	ADM 3	City Hall	120 E. Main Street
Fire & Security	ADM 4	Museum of the Apopkans	122 E. 5 th Street
Fire & Security	ADM 5	City Clinic	176 E. 5 th Street
Fire & Security	ADM 6	Dr. Dorfman	405 S. Park Avenue
Fire & Security	ADM 7	Carroll Building	409 S. Park Avenue
Fire & Security	ADM 8	Highland Manor	604 E. Main Street
Security Only	ADM 9	Cobb Building	526 S. Forest Avenue
Fire & Security	ADM 10	UCF Incubator	325 S. McGee Avenue
Fire & Security	ADM 11	Airport FBO	1321 Apopka Airport Road
Fire Only	FD 1	Fire Station #1/Fire Administration	175 E. 5 th Street
Fire Only	FD 2	Fire Station #2	302 Welch Road
Fire Only	FD 3	Fire Station #3	801 Piedmont Wekiva Road
Fire Only	FD 4	Fire Station #4	2750 W. Orange Avenue
Fire & Security	FD 5a	Gilliam Training Center - Classrooms	321 E. Cleveland Street
Security Only	FD 6	Old Fire Station #2 - Storage	428 W. Welch Road
Security Only	FD 7	Butler Building	176 E. 5 th Street
Fire & Security	FI/IT 1	Annex – Utility Billing/Finance/IT	150 E. 5 th Street
Fire Only	PD 1	Municipal Justice Building	112 E. 6 th Street
Security Only	PD 2	Graham - Storage	615 S. Park Avenue
Fire & Security	PS 1a	WTP – Grossenbacher Op. Building	10 E. Grossenbacher Drive
Fire & Security	PS 1b	WTP – Grossenbacher Pump Room	10 E. Grossenbacher Drive
Fire & Security	PS 2a	WTP – Northwest Pump Room PW	3200 Jason Dwelley Pkwy
Fire & Security	PS 2b	WTP – Northwest Pump Room RW	3200 Jason Dwelley Pkwy
Fire & Security	PS 3	WTP – Sheeler Oaks	1285 Sheeler Oaks Drive
Fire & Security	PS 4	WTP – Mt. Plymouth	300 Prevo Drive
Fire & Security	PS 5a	WTP – Plymouth Regional Pump Room	1717 Sorrento Road
Fire & Security	PS 5b	WTP – Plymouth Regional Storage	1717 Sorrento Road
Fire & Security	PS 6c	WWTP – New Lab	333 Snowden Road
Fire & Security	PS 6d	WWTP – Old Lab	333 Snowden Road
Fire & Security	PS 6e	Fleet Maint. – Old Building	748 E. Cleveland Street
Security Only	PS 6f	Fleet Maint. – New Building	748 E. Cleveland Street
Fire & Security	PS 6g	P.S. Administration Building	748 E. Cleveland Street
Security Only	PS 6h	Purchasing Warehouse	748 E. Cleveland Street
Fire & Security	PS 6i	Utility Warehouse	748 E. Cleveland Street
Security Only	PS 7a	Old Grounds Facility – Wood Building	11 N. Forest Avenue
Security Only	PS 7b	Old Grounds Facility – Block Building	11 N. Forest Avenue
Security Only	PS 8	Grounds Facility	305 E. 8 th Street
Security Only	PS 9a	NSRWTF – MCC	2800 Lust Road
Security Only	PS 9b	NSRWTF – Chlorine Pump Room	2800 Lust Road
Fire & Security	REC 1	Fran Carlton Center	11 N. Forest Avenue
Security Only	REC 2	Alonzo Williams Park	515 S. Hawthorne Avenue
Security Only	REC 3	Apopka Athletic Complex (AAC)	797 N. Wells Street

Security Only	REC 4a	LL/Concession/Offices	3710 Jason Dwelley Pkwy
Security Only	REC 4b	Maintenance Warehouse	3710 Jason Dwelley Pkwy
Security Only	REC 4c	Operations Building	3710 Jason Dwelley Pkwy
Security Only	REC 4d	Football Concessions Building	3710 Jason Dwelley Pkwy
Security Only	REC 4e	Amphitheater	3710 Jason Dwelley Pkwy
Security Only	REC 4f	Ticket Office	3710 Jason Dwelley Pkwy
Security Only	REC 4h	Warehouse (east)	3710 Jason Dwelley Pkwy
Security Only	REC 4i	Warehouse (west)	3710 Jason Dwelley Pkwy
Fire & Security	REC 5	Apopka Community Center (ACC)/VFW	519 S. Central Avenue
Security Only	REC 8	Racquetball Courts	10 S. Forest Avenue
Panic Alarm	ADM 3	City Hall – 5 Locations	120 E. Main Street
Panic Alarm	FI/IT 1	Annex – 2 Locations	150 E. 5 th Street
Panic Alarm	REC 1	Fran Carlton Center – 1 Location	11 N. Forest Avenue
Panic Alarm	REC 2	Alonzo Williams Park – 1 Location	515 S. Hawthorne Avenue
Panic Alarm	REC 4c	NW Operations Building – 1 Location	3710 Jason Dwelley Pkwy

M. SILENCE OF SPECIFICATIONS

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

N. PRE BID MEETING

This RFP requires Contractors to attend a mandatory pre-bid meeting and site visits on Wednesday, August 3 at 9:30 AM at the City of Apopka, City Hall. The Apopka city Hall is located at 120 E. E. Main Street Apopka, Florida 32703. Due to the number of locations (Table 1), site visits may require more than one (1) day.

SECTION 3 – QUALIFICATIONS

3.1 Bids will be considered from firms who have adequate personnel, equipment and experience; and who are so situated as to perform prompt service. The City reserves the right to request information or conduct an inspection of the Bidder’s facility and equipment prior to the award of the contract.

Bids will be considered only from firms which are regularly engaged in the business as described in this RFP Packet; have performed work of similar size and scope. Have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a contract under the terms and conditions herein stated.

The terms “equipment and organization” as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

SECTION 4 - TERM OF CONTRACT

- 4.1 The contract for Security and Fire Alarm System Installation, Monitoring, Inspecting, Testing, Maintenance and Repair services, shall commence within thirty (30) days of bid award and shall terminate three (3) years after the date of commencement. The City reserves the right to renew the contract for an additional two (2) years at the sole discretion of the City and a review by the City of vendor's contract performance for the previous year. The contract may be terminated by the City with or without cause forthwith upon giving written notice to the Contractor.

SECTION 5 - INQUIRIES/AVAILABILITY

- 5.1 Inquiries concerning Proposal Submittals should be made in writing and directed as follows:

City of Apopka
R. John Dufresne
Finance Department, Purchasing Manager
150 E. 5th Street
Apopka, Florida 32703
Email: rdufresne@apopka.net

- 5.2 The last date for questions pertaining to this this RFP is **August 15, 2016**. Questions after this date will not be answered. Responses to Requests for Information (RFI) will be made within three (3) working days of their submittal. All RFI's and responses will be posted via addendum on DemandStar by **August 18, 2016**.

- 5.3 Solicitation documents shall be obtained by contacting DemandStar by Onvia at www.demandstar.com or toll-free: 1-800-711-1712, or at the City's website at www.apopka.net/businesses.

CONTACT WITH PERSONNEL OF THE CITY OF APOPKA OTHER THAN THE PURCHASING MANAGER OR DESIGNATED REPRESENTATIVE, REGARDING THIS REQUEST FOR QUALIFICATIONS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

SECTION 6 - SUBMITTAL INFORMATION: How, When & Where

- 6.1 Proposer must submit (in a sealed envelope indicating Proposer's name and Request for Proposal (RFP) number) copies of the Proposal, each identified as follows:

RFP Number: 2016-15

RFP Name: Security and Fire Alarm System Installation, Monitoring, Inspecting, Testing and Maintenance

Due Date/ Time: August 24, 2016 @ 10:45 A.M.

- 6.2 RFP's, shall be submitted on 8½" by 11" paper, neatly typed on one side only, with normal margins and spacing. The original document package must not be bound, although, the document package copies should be individually bound. One (1) unbound one-sided original and five (5) bound copies along with a PDF **[a total of six (6)]** of the complete submittal must be received by the closing date and time. The original and all copies must be submitted in a sealed envelope.
- 6.3 Responses to the RFP must be signed in ink by an authorized officer of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Statement of Proposal by the Proposer will be considered by the City as constituting an Offer by the Proposer to perform the required services.

SECTION 7 - EVALUATION METHODOLOGY

The City's evaluation criteria may include, but shall not be limited to, the following:

1. **Completeness of Response using Provided Forms:** Clearly demonstrated understanding of the work to be performed. Completeness and reasonableness of the proposer's plan for accomplishing the tasks. Level of creativity demonstrated by the proposer's methodologies for meeting the requirements of this proposal. Use of provided forms.
2. **Prior Experience of the Contractor.** Proposer's capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability which will assure good-faith performance, as well as satisfactory reference verification. This criterion includes:
 - The experience of the firm and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations.
 - Personnel to be assigned to the project, and their education, capabilities, qualifications and experience with similar projects.
 - Reference information gathered from other entities regarding the past experience of the firm; and other areas addressed in the Scope of Services herein.
3. **Ability to Meet Current and Projected Services:** Ability to provide the types of services required by the City. The exact type and nature of the proposer's proposed services and how they accomplish the objectives of the project, as well as the ability to rapidly respond to the City's needs, as defined in the Evaluation Criteria set forth.
4. **Aggregate Costs:** This refers to the proposed Security and Fire Alarm System Installation, Monitoring, Inspecting, Testing and Maintenance fees in total. (Please note that price is only one of the factors for consideration of award). The Proposer shall include a cost per item as detailed on Appendix "C", which will then be totaled to arrive at an aggregate cost. If proposing costs which may include alternate programs or services not covered in the

base bid pricing, the Proposer, when offering such alternative services must provide a detailed explanation of additional optional services to be offered.

WEIGHTED CRITERIA

Points will be assigned to each proposal based on the following weighted criteria:

<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
Completeness of RFP Packet	10
Aggregate Cost	20
Experience of the Proposer	30
Ability to Provide Needed Services	40

SECTION 8 - SELECTION PROCEDURE

- 8.1 A Selection/Negotiation Committee will be responsible for selecting the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response, but will not be obligated to do so. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.
- 8.2 The firms may be asked to make a presentation of its qualifications and methodology to staff and /or the City Council.
- 8.3 The City reserves the right to award to one proposer, to split the award among multiple proposers or to not award.
- 8.4 NO AWARD WITH RESPECT HERETO SHALL BE DEEMED FINAL AND ALL SUCH AWARDS SHALL BE DEEMED CONDITIONAL, UNLESS AND UNTIL THE PARTIES SHALL HAVE FULLY EXECUTED THE AGREEMENT(S) CONTEMPLATED HEREIN, AND A FULLY EXECUTED AGREEMENT HAS BEEN RETURNED TO THE BIDDER BY THE CITY. THE CITY RESERVES THE RIGHT TO REVOKE ANY AWARD MADE HEREUNDER, WITHOUT PENALTY, PREMIUM, OR OBLIGATION, AGREEMENT(S) TO THE BIDDER, NOTWITHSTANDING THAT AN AWARD MAY HAVE BEEN PUBLISHED. NO BIDDER SHALL BE ENTITLED TO RELY ON ANY ANNOUNCEMENT OF AWARDS, AND THE CITY SHALL IN NO WAY BE ESTOPED IN THE REVOCATION OF AN AWARD PREVIOUSLY GRANTED.

SECTION 9 - REJECTION CRITERIA

Your proposal shall be considered non-responsive if any of the following criteria exist, (this list is not all-inclusive):

- 9.2 All questions and instructions, including the questions in the Qualifications Package, have not been properly completed.
- 9.3 The instructions, order, and matrixes in the Proposal Package have not been properly followed.
- 9.4 The RFP response Package is found to have concealed or contained false and/or misleading information.
- 9.5 The City did not receive the RFP Package prior to the submittal deadline.
- 9.6 Your firm is not licensed with the Florida Secretary of State to do business in Florida. **You must submit a State of Florida Certificate of Status for your firm.**
- 9.7 Executed Non-Collusive/and or Drug Free Workplace Affidavits are not submitted with the response.
- 9.8 The proposal/bid bond/fidelity bond, if required, is not included in the Package.
- 9.9 The Proposal signature page and certification is not properly executed.

SECTION 10 - QUESTIONS REGARDING SPECIFICATIONS OR SUBMITTAL PROCESS

A. CONE OF SILENCE:

- (1) **Definition:** “Cone of Silence,” as used herein, means a prohibition on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“RFQ”) or bid, between:
 - (a) a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and:
 - (b) the City Council members, City’s professional staff including, but not limited to, the City Administrator and his or her staff, any member of the City’s selection or evaluation committee.
- (2) **Restriction Notice:** A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ or bid.
- (3) **Termination of Cone of Silence:** The Cone of Silence shall terminate at the beginning of the City Council meeting (whether regular, special or Committee of the Whole meeting) at which the City Administrator makes his or her written recommendation to the City Council. However, if the City Council refers the Administrator’s recommendation back to the Administrator or staff for further review, the Cone of Silence shall be re-imposed until such time as the Administrator makes a subsequent written recommendation.
- (4) **Exceptions to Applicability:** The provisions of this section shall not apply to:

- (a) Oral communications at pre-bid conferences;
- (b) Oral presentations before selection or evaluation committees;
- (c) Public presentations made to the City Council members during any duly noticed public meeting;
- (d) Communications in writing at any time with any City employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or respondent shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- (e) Communications regarding a particular RFP, RFQ or Bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City employee designated responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (f) Communications with the City Attorney and his or her staff;
- (g) Duly noticed site visits to determine the competency of the bidders regarding a particular bid during the time period between the opening of bids and the time the City Administrator makes his or her written recommendation;
- (h) Any emergency procurement of goods or services pursuant to City Code;
- (i) Responses to the City's request for clarification or additional information;
- (j) Contract negotiations during any duly noticed public meeting;
- (k) Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Administrator and his or her staff are in writing or are made at a duly noticed public meeting.
- (l) **Penalties:** Violation of this section by a particular respondent, bidder or proposer shall render any RFP award, RFQ award or bid award to said bidder or proposer voidable by the City Council or City Administrator. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.

B. ADDENDIUM

It will be the responsibility of the respondent to contact the City Administrator's Office prior to filing a submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the submittal.

C. INQUIRIES

Inquiries shall be directed to:

Linda F. Goff
City Clerk
City of Apopka
120 E. Main St.
Apopka, FL 32704
Telephone: (407) 703-1794

Any and all Requests for Information (RFI) shall be sent to the attention of the above listed person. Deadline for submission of RFI's shall be by the close of business on Monday, August 15, 2016. Responses to all RAIs shall be posted on Demand Star no later than close of business on Thursday, August 18, 2016. Phone calls and emails seeking additional information will not be accepted.

SECTION 11 - WAIVERS

The City in its sole discretion, reserves the right to reject any and all proposals, accept any proposal or any combination of proposals or waive any minor irregularity or technicality in proposals received and may, at its sole discretion, request a re-proposal, when in its sole judgment, it will best serve public interest.

SECTION 12 - INSURANCE REQUIREMENTS

- 12.1 The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.
- 12.2 The City of Apopka shall be given notice ten (10) days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department.

- 12.3 The Contractor's insurance must be provided by an A.M. Best's "A" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.
- 12.4 Any firm performing work on behalf of the City of Apopka must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute.
- 12.5 Commercial General Liability Insurance covering premises-operations, products completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage should include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Personal and Advertising Injury Liability
- d. Products/Completed Operations
- e. Broad Form Contractual Liability

Covering all owned, hired, and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

Limits: Combined single limit bodily injury/property damage \$1,000,000
Professional Liability (Errors & Omissions)

Limits: \$2,000,000 per occurrence

This coverage should include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability

12.6 Automobile Liability Insurance

Covering all owned, hired, and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

Limits: Bodily injury \$500,000 each person,
\$500,000 each occurrence Property damage
\$100,000 each occurrence

Professional Liability (Errors & Omissions)

Limits: \$2,000,000 per occurrence

A copy of ANY current Certificate of Insurance must be included with your proposal.

- 12.7 In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an “additional insured” for General Liability.
- 12.8 Certificate holder should be addressed as follows:

City of Apopka
City Clerk
120 E. Main Street
Apopka, FL 32703

12.9 **Indemnification:**

Vendor shall defend, indemnify and hold harmless the City of Apopka and all of the City of Apopka’s officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Vendor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Apopka when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Apopka in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Vendor of its liability and obligation to defend, hold harmless and indemnify the City of Apopka as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the City of Apopka’s liability beyond that provided in section 768.28, Florida Statutes.

SECTION 13 - GENERAL CONDITIONS

The Proposer (other than governmental agencies) must provide a copy of its Business Tax Receipt to verify that it is fully licensed and certified for the type of work to be performed in the State of Florida at the time of submittal of RFP.

VENUE: All contracts shall be governed by the laws of the State of Florida and venue shall be in Orange County, Florida.

EXPENSES: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. All expenses in the preparation of this RFP

are the sole responsibility of the Proposer. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the requirements of the RFP.

INTERPRETATIONS: All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so on the part of the Proposer will constitute an acceptance by the Proposer of any subsequent decision by the City. Any questions concerning the intent, meaning and interpretations of the Proposal Documents shall be requested in writing, and received by the City by Monday, August 15, 2016. Inquiries shall be addressed to the Purchasing Manager. No person is authorized to give oral interpretations of, or make oral changes to the Proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of, or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers in the appropriate place on the Proposal Form.

PUBLIC ENTITY CRIMES: Pursuant to F.S. 287.133. as amended: 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 proposal on a Contract to provide any goods or services to a public entity, may not submit a proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 s. 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

ASSIGNMENT: Any Purchase Order or Contract issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable, in whole or part.

INDEMNIFICATION: Proposer agrees to protect, defend, indemnify, and hold harmless the City, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the City, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the Proposer, its employees, or agents, arising out of or connected with this Agreement. The Proposer shall not be required to indemnify the City or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the City, or its agents, employees or representatives.

The parties agree that one-percent (1%) of the total compensation paid to the Proposer for performance of this Agreement shall represent the specific consideration for the Proposer's indemnification of the Owner.

Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

PROPOSALS TO REMAIN OPEN: All proposals shall remain open for the number of days after the day of the proposal opening stated in the special provisions, or if no such number of days is stated, all proposals shall remain open for one-hundred-twenty (120) days after the date of

proposal opening prior to award. The City may, in its sole discretion, release any proposal prior to that date.

ANNUAL APPROPRIATION: Any Contract issued is conditional upon the City appropriating funding to implement the Contract.

EMPLOYEES: Employees of the Contractor shall at all times be under its sole direction and not be an employee or agent of the City. The Contractor shall supply competent employees. The City may require the Contractor to remove an employee or subcontractor it deems careless, incompetent, insubordinate, or otherwise objectionable without any cost to the City or without any increase in Contract Price. Contractor shall be responsible to the City for the acts and omissions of all employees working under its directions whether or not the actions taken go beyond the normal scope of employment.

ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with the proposal response shall be evaluated or considered, have no force or effect, and are inapplicable to this proposal unless agreed to in writing by the City. It is understood and agreed that the conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.

DELETION/OVERSIGHT/MISSTATEMENT: Any deletion, oversight, or misstatement of the Specifications shall not release the Proposer from the responsibility of supplying complete and operational units, together with all appurtenances necessary for unrestricted operation as determined by the City in its sole discretion.

WITHDRAWAL OF AN OFFER: An Offer shall be irrevocable unless the Offer is withdrawn as provided herein. A Proposal may be withdrawn only by written communication delivered to the Purchasing Office prior to the Solicitation Closing Date & Time. The proposer must present certification to assure that they are indeed an authorized representative of the Proposer's firm at the time such communication to withdraw the Proposal is presented. A representative will verify this information prior to return of Proposer's proposal. An Offer may also be withdrawn after one-hundred-eighty (180) calendar days after the Solicitation Closing Date & Time, if it is withdrawn prior to the recommendation for award, by submitting a letter to the Purchasing Office at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

SECTION 14 - SUBMITTAL PACKAGE

Submit this portion of the Request for Proposal as your firm's Qualifications Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the City to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by the City.

TAB #1 Insert Proposer's Qualification Statement (Attachment "A")

TAB #2 Statement of Capabilities:
Provide a statement that addresses why the specific Proposer would be in the best posture to deliver the required services. (Limit to one (1) page.)

TAB #3

Management Team:

Submit an outline of the elements and organizational structure of the team established to manage the project. This is to include the administrative operation and key personnel and their area of responsibility.

Also, describe the Proposer's approach to organizational management and the responsibilities of Proposer's management and staff personnel that will perform work for this contract; describe the methodology employed to ensure prompt service, customer satisfaction, prompt complaint resolution, effective employee performance and training. Please explain any differences or challenges you may have encountered with any client, and the method(s) you employed to overcome them. (Limit to three (3) pages including organizational chart.)

For each proposed project manager list five (5) projects/contracts comparable and specific to this project to include the following information:

- Client Name, address, and telephone number
- Licensing/ certifications, various subordinate member team positions
- Whether your firm was the primary or a subcontractor
- Description of the contract including;
- Contract Objective (s)/ accomplishments
- Challenges encountered, resolutions
- Contract Starting and Ending Dates

TAB #4

Specific Related Experience of the Firm:

List the last five (5) contracts held comparable to this specific project and related experience accomplished by the proposer firms. Indicate:

- Client Name, address, and telephone number
- Principal/ Project Manager in Charge, licensing/ certifications, various team positions
- Whether your firm was the primary or subcontractor
- Description of the contract including;
- Contract Objective (s)/ accomplishments
- Challenges encountered, resolutions
- Contract Starting and Ending Dates

TAB #5

Financial Statement:

Provide the most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition.

TAB #6

Cost Schedule

Submit your cost schedule using Attachment "C" here.

TAB #8

Attachments- Insert:

Non-Collusive Affidavit (Attachment "B")
Confirmation of Drug-Free Workplace (Attachment "D")
Signature Page (Attachment "E")
Acknowledgement of Addendums (Attachment "F")

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CITY CLERK LINDA GOFF AT 407.703.1704, lgoff@apopka.net and 120 EAST MAIN STREET, APOPKA, FL 32704-1229.

ATTACHMENT "A"
PROPOSER'S QUALIFICATION STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address: _____

Contact Person's Name and Title: _____
(Print)

PROPOSER'S Telephone and Fax Number: _____
Email Address: _____

PROPOSER'S License(s) Number(s): _____

(Please attach certificate of competency and/or state registration.)

PROPOSER'S Federal Identification Number: _____

Number of years your organization has been in business, in this type of work: _____

Names and Titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship Partnership Corporation

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

By: _____

(Signature)

ATTACHMENT "B"
NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn deposes and says that:

BIDDER is the _____,
(Owner, Partner, Officer, Representative, or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public (Signature)

My Commission Expires: _____

ATTACHMENT "C"
COST SCHEDULE

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost
<p>The Contractor is to provide all labor, tools equipment, hardware and consumables to provide Security and Fire Alarm System Installation, Monitoring, Inspecting, Testing, Maintenance and Repair services at various City of Apopka Buildings in accordance with the attached specifications, at the fees at rates specified herein.</p>					
<u>Security Alarm System</u>					
1	Installation, hook-up and Programming	Bldg.	49	\$ -	\$ -
2	Monthly Monitoring of Security Alarms	Month	1,764	\$ -	\$ -
3	Annual Security Alarm System Inspection	Each	49	\$ -	\$ -
4	Monthly Opening and Closing Report	Month	1,764	\$ -	\$ -
<u>Fire Alarm System</u>					
5	Installation, hook-up and Programming	Bldg.	32	\$ -	\$ -
6	Monthly Monitoring of Fire Alarm Systems	Month	1,152	\$ -	\$ -
7	Quarterly Fire Alarm System Inspection	Each	192	\$ -	\$ -
8	Semi-Annual Inspection of Fire Alarm Systems	Each	96	\$ -	\$ -
9	Annual Full Function Test of Fire Alarm System	Each	96	\$ -	\$ -
<u>Panic Alarm System</u>					
10	Installation, hook-up and Programming (5 Bldgs./ Total of 10 Locations)	Bldg.	5	\$ -	\$ -
11	Annual Panic Alarm Inspection	Each	30	\$ -	\$ -
<u>Hourly Rate</u>					
12	Standard Hourly Service Rate (8:00 a.m. to 5:00 p.m.; Monday through Friday)	Hour		\$ -	\$ -
13	Overtime Hourly Service Rate (After hours; Weekends and City Holidays)	Hour		\$ -	\$ -
TOTAL CHARGE FOR CURRENT SERVICES					\$ -

ATTACHMENT "D"

CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

ATTACHMENT "E"
SIGNATURE PAGE

The undersigned attests to his (her, their) authority to submit this Submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;
2. The facts stated in the Proposer's response pursuant to Request for Submittals, instructions to Proposer and Specifications are true and correct in all respects;
3. The Proposer has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
4. The Proposer warrants all materials supplied by it are delivered to the CITY of Apopka, Florida, free from any security interest, and other lien, and that the Proposer is a lawful owner having the right to supply the same and will defend the conveyance to the CITY of Apopka, Florida, against all persons claiming the whole or any part thereof.
5. **Proposer understands that if a team is short listed and selected to make oral presentations to the selection committee and/or CITY, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations will result in that team's disqualification.**
6. The undersigned certifies that if the firm is selected by the City the firm will negotiate in good faith to establish an agreement.
7. Proposer understands that all information listed above may be checked by the City of Apopka and Proposer authorizes all entities or persons listed above to answer all questions. Proposer hereby indemnifies the City of Apopka and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted on this _____ day of _____, 20____.

(If an individual, partnership, or non-incorporated organization)

Witness

Company

Printed

By

Title

Printed Name, Title

(If a corporation, affix seal)

Company

By

(SEAL)

BY: _____
Secretary

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Apopka that the person signing the proposal and proposal Bond for the corporation has been properly empowered by the corporation to do so, on its behalf.

ATTACHMENT "F"
ACKNOWLEDGEMENT OF ADDENDUM

RFP: 2016-15

TITLE:

SECURITY & FIRE ALARM SYSTEM INSTALLATION, MONITORING, INSPECTION,
TESTING AND MAINTENANCE

Acknowledgement is hereby made of the following Addenda received since issuance of Specifications:

Addendum _____ No. -Dated _____

Addendum _____ No. -Dated _____

Addendum _____ No. -Dated _____

Name of Vendor's Service Contact: _____

Address: _____

Signature _____ Date _____

This page must be submitted with RFP. Failure to provide the requested documents may result in your proposal being deemed Non-Responsive.