EXHIBIT #5

CITY OF
HALLANDALE BEACH
City of Choice

REQUEST FOR PROPOSAL

FY2006-2007-004

CAMERAS SYSTEM UPGRADE AND EXPANSION

THIS IS NOT AN ORDER

UNABLE TO SUBMIT REQUEST FOR PROPOSAL (RFP)? We sincerely hope this is not the case. if your firm cannot submit a RFP at this time, please provide the information requested in the space provided below and return:

WE_____HAVE RECEIVED THE RFP
COMPANY NAME

A PRE-PROPOSAL **MEETING** IS SCHEDULED FOR WEDNESDAY, JULY 25,2007 @ **10:00** A.M. **CITY OF** HALLANDALE BEACH MUNICIPAL COMPLEX, CITY HALL, 400 SOUTH FEDERAL HIGHWAY, ROOM **#192,** HALLANDALE BEACH, FLORIDA. ATTENDANCE AT THE PRE-PROPOSAL CONFERENCE IS **HIGHLY** RECOMMENDED AS **SOURCE** OF INFORMATION BUT IS NOT MANDATORY.

RFP DUE DATE: FRIDAY, AUGUST 17,2007 @ **4:00** PM – RFP **#FY** 2006-2007-004 – CAMERAS SYSTEM UPGRADE AND EXPANSION

WE ARE UNABLE TO RESPOND TO THE RFP AT THIS **TIME** DUE TO THE FOLLOWING REASONS:

COMPLETE INFORMATION BELOW:

SIGNATURE:	
TITLE:	
STREET ADDRESS: (OR)	
P.O. BOX:	
CITY:	
STATE:	ZIP CODE:
TELEPHONE/AREA CODE: ( )	
EMAIL ADDRESS:	

RETURN THIS UNABLE TO SUBMIT FORM ONLY TO:
CITY OF HALLANDALE BEACH
GENERAL SERVICES DEPARTMENT
400 SOUTH FEDERAL HIGHWAY, ROOM 242
HALLANDALE BEACH, FL 33009

VENDOR NOTE: PLEASE SUBMIT TO THE OFFICE OF THE CITY CLERK AT 400 SOUTH FEDERAL HIGHWAY, HALLANDALE BEACH, FLORIDA 33009.

THIS IS NOT AN ORDER

PUBLIC ENTITY CRIME FORM

NOTICE OF REQUEST FOR PROPOSAL

SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a), FLORIDA STATUTES, PUBLIC ENTITY CRIME INFORMATION

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

By:_____

Title: _____

Signed and Sealed_____day of _____,2007.

THIS IS NOT AN ORDER

ITEM: REQUEST FOR PROPOSALS: CAMERAS SYSTEM UPGRADE AND EXPANSION

I. PURPOSE AND INTENT OF REQUEST FOR PROPOSAL (RFP)

The City of Hallandale Beach is seeking to retain the services of a firm specializing in the installation, maintenance and upgrade of video security systems. The proposer will install a Video Security System Upgrade and Expansion to the current video surveillance system at the City Hall Complex. This system will be expandable to include City Fire Stations, Parks & Recreation facilities, cemetery, North Beach Parking Garage, and Public Works Facility as described further herein in the Scope of Services list of City facilities. The system at the North Beach parking garage must also include emergency call boxes. The City has the right to enter into one or more contracts as a result of this RFP.

CONTRACT TERM:

The initial contract period shall be one year, commencing upon award by the City Commission. Contract may be cancelled within thirty (30) days written notice by the City of Hallandale Beach.

One-year agreement with the option to renew for two additional years if mutually agreed.

City Manager may have the option to extend the contract for subsequent periods in the best interest of the City.

The City is proposing to enter into maintenance/services contract for the life of the agreement.

OPTION TO RENEW – 2 ONE YEAR PERIODS:

This contract will commence as stipulated in the notice of award letter which is distributed by the City of Hallandale Beach. This contract shall remain in effect for one (1) year, provided the services rendered by the proposal during the contract period are satisfactory and the funding is available as appropriate on an annual basis. The price offered by the bidder in its bid proposal shall be based on service for the stipulated contract period, and two (2) additional one (1) year renewals. If mutually acceptable to the City and the bidder each annual contract renewal shall be executed through annual purchase orders.

SU AND RECEIPT OF I S:

A. Proposals to receive consideration must be received on or prior to the specified time and date of receipt, as designated in the RFP. No late Proposals will be accepted. The clock located in the City of Hallandale Beach City Clerk's Office is the official time stamp for receipt of proposals.

B. Unless otherwise specified proposers MUST use the request for proposal form(s) furnished by the City. Failure to do so may be cause for rejection of proposals. Removal of any part of the proposal form may invalidate response. The requested information may be presented in a different format as long as the information is complete.

THIS IS NOT AN ORDER

C. ~~Proposals having any erasure or corrections MUST be initialed by the proposer in INK.~~ Proposals shall be signed in INK; all forms shall be typewritten or printed in pen and ink.

D. A REQUEST FOR PROPOSAL **MEETING** IS SCHEDULED FOR WEDNESDAY, **JULY** 25,2007 AT **10:00** AM AT THE CITY OF HALLANDALE BEACH MUNICIPAL COMPLEX LOCATED AT 400 SOUTH FEDERAL HIGHWAY, ROOM **#192,** HALLANDALE BEACH, FLORIDA 33009. ATTENDANCE AT **THIS** MEETING **IS** HIGHLY RECOMMENDED AS A SOURCE OF INFORMATION, BUT IS NOT MANDATORY.

E. **WRITTEN** QUESTIONS SHOULD BE RECEIVED NO LESS THAN TEN (10) CALENDAR DAYS PRIOR TO THE DATE OF THE RECEIPT OF PROPOSALS. THERE SHALL BE NO OBLIGATION ON THE PART OF THE CITY TO RESPOND **TO** QUESTIONS RECEIVED LESS THAN TEN (10) CALENDAR DAYS PRIOR TO PROPOSAL'S RECEIPT. SUBMIT TO THE CITY OF HALLANDALE BEACH, GENERAL SERVICES DEPARTMENT AT 400 **S.** FEDERAL HIGHWAY, ROOM 242, HALLANDALE BEACH, FL 33009 VIA FAX: 954-457-1342.

F. PROPOSALS MUST BE **SUBMITTED** IN SIX (6) COMPLETE SETS IN A SEALED ENVELOPE PLAINLY IDENTIFIED AS "RFP **#FY2006-2007-004** – VIDEO CAMERAS SECURITY SYSTEM UPGRADE EXPANSION" IN THE BOTTOM LEFT-HAND CORNER OF EACH ENVELOPE. PROPOSALS MUST BE MAILED OR HAND DELIVERED TO:

CITY OF HALLANDALE BEACH
CITY CLERK'S OFFICE
400 SOUTH FEDERAL HIGHWAY, ROOM 242
HALLANDALE BEACH. FLORIDA 33009

NOTE #1: FAILURE TO COMPLY WITH ALL ITEMS STATED IN THE RFP MAY BE CAUSE FOR REJECTION OF THE PROPOSAL.

NOTE #2: SUMMARY PROPOSAL RESULTS WILL NOT BE AVAILABLE UNTIL CITY COMMISSION ACTION HAS AWARDED THE ITEM(S).

G. **DATE/TIME** OF REQUEST FOR PROPOSAL SUBMITTAL:
IT **WILL** BE THE SOLE RESPONSIBILITY OF THE PROPOSER TO ENSURE THAT THE PROPOSAL REACHES THE CITY CLERK'S OFFICE, CITY OF HALLANDALE BEACH ON OR BEFORE FRIDAY. AUGUST 17.2007 @ **4:00** P.M.

H. PROPOSAL ACCEPTANCE PERIOD:
Proposer warrants by virtue of submitting a proposal that prices, terms and conditions quoted will remain firm for acceptance by the City for a period of ninety (90) days from the date of proposal receipt, unless otherwise stated by the City.

I. DEFAULT PROVISION:
In case of default by the successful proposer, the City of Hallandale Beach may procure the items or services from other sources and hold the proposer or contractor responsible for any excess cost occasioned or incurred thereby.

THIS IS NOT AN ORDER

J. FAILURE TO SUBMIT RESPONSE:
If you do not submit response, PLEASE return the form, "UNABLE TO SUBMIT **A** PROPOSAL", stating thereon and request that your name be retained on the City mailing list, otherwise, your name will be removed from the City's bid/proposal mailing list.

K. SIGNED PROPOSAL CONSIDERED AN OFFER:
The signed proposal shall be considered an offer on the part of the proposer or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Hallandale Beach, Florida, and in case of default on the part of the successful contractor, after such acceptance, the City may take such action as it deems appropriate, including legal action, for damages or specific performance.

L. VARIATIONS TO THE SPECIFICATIONS:
For purposes of evaluation, proposer MUST indicate any variances from the City specifications, no matter how slight. If variations are not stated in proposal, it will be assumed that the product or service fully complies with City specifications, terms and conditions.

M. RESERVATION FOR REJECTION AND AWARD:
The City of Hallandale Beach reserves the right to accept or reject any or all proposals, or parts of proposals, to waive any informalities or irregularities and technicalities, and to request re-submission of proposals. The City also reserves the right to award the contract on such material the City deems will best serve its interests. City further reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the City, unless otherwise stated. The City also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Department personnel). The City reserves the right to contract by giving thirty (30) days written notice.

N. PROCESSING OF RESPONSES TO BIDS AND PROPOSALS:
Sealed Bids or Proposals received by the City of Hallandale Beach shall be opened, evaluated, negotiated and awarded, as applicable, in accordance with State Statutes, the City Charter, Code of Ordinances, and City Administrative Policies.

No company and/or firm may discuss procurement for goods or services with members of the City Commission per City Administrative Policy #2019.004/R11 – Purchasing Procedures, City (Municipal) Code of Ordinances and City Charter. Failure to comply may be cause for rejection of the proposal. The City reserves the right to negotiate. These negotiations may be held with one or more proposers, as it is deemed in the best interest of the City.

O. OMISSION OF INFORMATION:
Any omission of detailed specifications stated herein, that would render the materials services not suitable for use as specified, will not relieve the proposer from responsibility.

P. ADDENDA TO PROPOSAL:
The City reserves the right to amend this proposal or request additional clarifying information from any or all proposers prior to determination of contract award. Any changes to this proposal will be brought to the attention of all prospective proposers. Only written Addenda will be binding. Please indicate receipt of Addenda.
The undersigned hereby acknowledges receipt of Addenda No ____, that he fully understands each of same, and that a copy of each is bound herein as required in the Instructions to Proposers, and is part of this submittal.

Q. TAXES:
The City of Hallandale Beach, Florida is exempt from any taxes imposed by the State of Florida and/or Federal Government. Exemption certificate shall be provided on requests.

R. SAFETY STANDARDS:
The company must warrant that the maintenance service to the City conforms in all respects to the Standards set forth in the Occupational Safety and Health Act (OSHA), as amended.

S. VENDOR NOTE:
If the Company President does not sign the (Bid/Proposal) Contract, there must be a Secretary's Certificate Form provided to the City of Hallandale Beach, Florida indicating designee signing has the authority to sign.

All legal actions arising out of or connected with this agreement must be instituted in the Circuit Court of Broward County, Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this agreement, without regard to Florida's conflict of law's principles. Trail by jury is hereby waived by the parties.

T. CONTRACT AWARD:
The City reserves the right to award more than one contract for each service or multiple services wholly or in phases or any other combination of services as a result of this Request for Proposal if it is deemed to be in the best interest of the City.

U. INSURANCE REQUIREMENT:
Proposer must submit with the proposals copies of the Certificate of Insurance for general liability and workers compensation as outlined on Attachment One. The successful contractor must provide original certificate of insurance prior to commencing services, at its own expense, naming City of Hallandale Beach as additional insured, with a thirty (30) day cancellation notice, and maintain such coverage for the duration of the contract.

V. HOLD HARMLESS AGREEMENT/INDEMNITY:
CONTRACTOR shall at all times hereafter indemnify and hold harmless the City, its officers, agents, servants, and employees against any and all claim, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act of omission of the CITY, and of CON-TRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter

THIS IS NOT AN ORDER

of this AGREEMENT including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property, from any and all claims, suits, actions, damages, and causes of actions which might arise for any personal injury, loss of life, or other actions by third persons including, but not limited to contractor, its subcontractors, material suppliers, laborers, agents, invitees, licensees, servants, employees or assigns, sustained in the performance of any product, service, act or omission resulting from this Agreement, and to defend any action or proceeding brought hereon, and from and against any orders, judgments, executions, levies and decrees, including those for punitive damages, as may be entered therein.

CONTRACTOR shall obtain and maintain contractual liability insurance in adequate limits under this indemnity and hold harmless provision. Further, the CONTRACTOR will notify his insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to his insurers. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Attorney, any sums due to CONTRACTOR under this Agreement may be retained by the City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the City.

CONTRACTOR acknowledges that the person(s) signing this Agreement has the authority to bind it.

II. EXISTING SYSTEMS:

The existing video surveillance system at the Municipal Hall Complex is located at 400 South Federal Highway. The existing cameras located at the Municipal Complex, where possible, will be replaced as needed to interface with an expandable digital Internet Protocol (IP) based system capable of being accessed remotely.

The existing Digital Video Recorder, located at the Police Department's front desk, must be replaced.

- Cameras are deployed throughout the City Hall Complex in both the City Hall and Police wings, on both floors, with one external camera.
- Cameras: 470 line high-resolution digital color cameras (Qty: 19)
- Cameras: external camera (Qty 1)
- Environmental enclosures (Qty 7)
- DVR: 16 camera 240 Gigabyte recorder (Qty 1)
- DVR: 8 camera 60 Gigabyte recorder (Qty 1) inoperative
- Coax cabling from all cameras to DVR's
- One (1) DVR, Two (2) external PTZ and one (1) external fixed cameras are located at the Public Works compound
- One (1) DVR, One (1) external PTZ and one external fixed cameras located at Beach Fire Station

THIS IS NOT AN ORDER

III SCOPE OF SERVICES:

The City is seeking proposals to accomplish the following objective:

- Create an expandable, reliable, and redundant video surveillance system capable of reproducing images as described in the "LIST OF CITY FACILITIES TO BE SERVICED." The system must be capable of storing and retrieving captured images for a period of no less than 30 days from the date images are capturing.

The system must have the ability to provide viewing monitors at the Police Department and Public Works Compound.

The system must include the following:

- Detail the telecommunication process of connecting and transmitting images from remote locations to the Computer Room located in the IT department of the Municipal Hall Complex. The City has a fiber optic network available to six City locations that could be used for the security camera system.

- Motion sensing features that only record when there is motion present.

- Five *(5)* cameras located at the Police Department, must be capable of recording images for a period of no less than 30 days at real-time (32 frames per second.) The booking area of the holding area must also have audio recording capabilities and archived for a period of no less than 30 days.

- All exterior mounted cameras must be capable of operating in all weather conditions 24 hours daily (low light, etc.) The cameras and their housing must be hardened to resist the affects of a lightning strike where needed.

- The proposer must determine how much of the existing system can be reused, if any.

LIST OF CITY FACILITIES TO BE SERVICED:

MUNICIPAL COMPLEX:

- The system must replace the existing Digital Video Recorder located at the Police Department's front desk. The new recorder must capture original video images for possible use in legal proceedings. The digital images need to be archived to the IT computer Center.
- Video images archived to the police DVR need to be retained for 30 days. Vendor is to specify the recording frame rate images per second (IPS), except for 5 specific cameras located in the PD as previously mentioned.
- The archived video is to be housed in the IT computer room.
- Install 3 additional internal cameras and 2 fixed external cameras at the municipal Hall complex as noted on Attachments A and B.

DEPARTMENT OF PUBLIC WORKS

- City Cemetery: New Installation
- Department of Public Works: Expand Current System-See Attachment C

FIRE STATIONS

- Main Station: New installation See Attachment D
- Three Islands Station: New Installation See Attachment E
- Beach Station and North Beach: Expand Current System at FD See Attachment F

HUMAN SERVICES DEPARTMENT:

- Hepburn Center: New Installation See Attachment G

PARK & RECREATION LOCATIONS:

- Cultural Center: New Installation See Municipal Hall Complex (Attachment A)
- B.F. James Park: New Installation See Attachment H
- Foster Park: New Installation (Current Building to be Demolished) See Attachment I
- Oreste Blake Johnson Park: New Installation. See Hepburn Center (Attachment G)
- Hallandale Adult Community Center Athletic Field: New Installation See Attachment J
- Ingall's Park: New Installation See Attachment K
- Bluesten Park: New Installation See Attachment L
- North City Beach Park: See Fire Beach Station (See Attachment F)
- South City Beach Park: New Installation See Attachment M
- Golden Isles Park: New Installation See Attachment N
- Tennis Courts: New Installation See Attachment O
- Joseph Scavo Park: New Installation See Attachment P
- Beach Club Garage: New Installation See Attachment Q

IV. PROPOSAL REQUIREMENTS

A brief statement explaining why your company's approach and plan would be the most effective and beneficial to the City of Hallandale Beach must be included. The City is proposing to enter into a maintenance/services contract for the life of the agreement.

V. QUALIFICATIONS:

1. Firm Qualifications

This section of the Proposal requires a description of the firm including particular expertise in the video security system field. Particular emphasis should be given on the firm-wide experience and expertise in the area of Video Security Systems.

This section must also identify the qualifications of the'technical and supervisory staff that will be working on this project; the information should be included at the time the proposal is submitted.

2. References

Provide a list and description of similar services satisfactorily performed within the past two (2) years. For each reference listed, include the name and telephone number of a representative who can verify satisfactory performance. Emphasis should be given to references that include digital video security systems that operate on a 24 hour a day, 365 days a year schedule.

3. Price Proposal
Submit your signed, firm, fixed fee price proposal for providing all services. materials, etc., required for completion of services in accordance with your technical proposal. Prices should include the software and hardware maintenance of proposed systems for a minimum of five (5) years. Additionally, an hourly labor cost for labor, materials, and service calls for additions/upgrades to the proposed systems as needed.

VI. EVALUATION OF PROPOSALS

1. The procedure for response evaluation and selection is as follows:

- Timely receipt of responses

- Opening of responses and determination if they meet the minimum requirements of the RFP.

- A Selection/Negotiation Committee shall meet to evaluate each response in accordance with the requirements of this RFP. If further information is desired by the committee members, proposers may be requested to make additional written submissions or oral presentations to Committee. The Selection/Negotiation Committee shall select no more than three firms deemed to be the most qualified to perform the Video Security System Upgrade and Expansion.

  The Committee shall negotiate a contract with the top ranked firm. If unsuccessful, negotiations shall cease and the committee shall negotiate with the second ranked firm.

- The committee will recommend to the City Manager the firm which the Committee deems to be in the best interest of the City. The Committee shall base its recommendation on the following factors:

  a. Proposer's plan to accomplish the objectives of this RFP **(20** points)
  b. The firm's experience, qualifications and (portfolio) performance on municipal or other governmental engagements of comparable work, size, and complexity (20 points)
  c. The negotiated cost for the project **(20** points)
  d. The experience and qualifications of the Project Manager **(10** points)
  e. The experience and qualifications of the personnel assigned to the Project Team **(5** points)
  f. The ability to meet time and budget requirements demonstrated by past performance **(5** points).
  g. References provided **(5** points).
  h. Location of proposer's service center ***(5*** points)
  i. Service Level Agreement detailing proposed service response time **(5** points).
  j. The volume of work previously awarded to each firm by the City of Hallandale Beach **(5** points).

2. After considering the recommendation(s) of the Committee, the City Manager shall recommend to the City Commission the firm which the City Manager deems to be in the best interest of the City.

THIS IS NOT AN ORDER

3. The City Commission shall consider the City Manager's recommendation and, may approve the City Manager's recommendation. The City Commission may reject the City Manager's recommendation. The City Commission may select the firm which deems to be in the best interest of the City. The City Commission may also reject all proposals.

4. A proposed contract is presented to the City Commission for approval, modification and approval, or rejection.

VII. TENTATIVE PROJECT SCHEDULE

THE DATES SHOWN BELOW ARE APPROXIMATE, ARE NOT BINDING AND MAY BE SUBJECT TO CHANGE.

Release of RFP	711712007
Pre-Proposal Conference	7/25/2007
Proposal Due	811712007
Evaluation of Proposals/Selection of Pre-aualified Firms	8/22/2007
Oral Interviews	8/31/2007
Contract Award by City Commission - ESTIMATED	911912007
Project Start Date - ESTIMATED	101112007
Project Completion Date – ESTIMATED	111812008

VIII. CONTACTS:

QUESTIONS REGARDING THE RFP SHOULD BE DIRECTED TO:

NON-TECHNICAL QLIESTIONS:	TECHNICAL QUESTIONS:
PROJECT MANAGER: MAJOR JOSE M. CARDOSO ADMINISTRATION SERVICES DIVISION 400 SOUTH FEDERAL HIGHWAY HALLANDALE BEACH, FL 33009 (954) 457-1415	TED LAMOTT, DIRECTOR INFORMA-TION TECHNOLOGY 400 SOUTH FEDERAL HIGHWAY HALLANDALE BEACH, FL 33009 (954)457-1351

IX. ENCLOSURES:

Public Entity Crime Information Statement
One (1) Complete Set of General Instructions
Specifications and Proposal Forms
Sample Contract Document including Insurance Requirements
Attachments A through Q Site Locations

THIS IS NOT AN ORDER

SUPPLEMENTAL INFORMATION: REFERENCES

1.	Name:
	Address:
	City/State/Zip Code:
	Phone/Contact:
2.	Name:
	Address:
	City/State/Zip Code:
	Phone/Contact:
3.	Name:
	Address:
	City/State/Zip Code:
	Phone/Contact:
4.	Name:
	Address:
	City/State/Zip Code:
	Phone/Contact:
5.	Name:
	Address:
	City/State/Zip Code:
	PhonelContact:
1.	Delivery Time:
2.	Payment Terms:
3.	Years in Business:
4.	Proposal Valid for 90 days from date of RFP opening

THIS IS NOT AN ORDER

THE PROPOSAL SUBMITTED BY:

COMPANY:
ADDRESS:
CITY & STATE:
ZIP CODE:
TELEPHONE:
DATE OF RFP:
FACSIMILE NUMBER:
E-MAILED ADDRESS:
FEDERAL ID NUMBER:
NAME & TITLE PRINTED:
SIGNED BY:

WE (I) the above signed hereby agree to furnish the item(s), service(s) and have read all attachments including specifications, terms and conditions and fully understand what is required.

THIS IS NOT AN ORDER

ATTACHMENT ONE

SAMPLE CONTRACT

THIS AGREEMENT made and entered into as of DATE, by and between the City of Hallandale Beach (hereinafter referred to as the "City"), located at 400 South Federal Highway, Hallandale Beach, FL, 33009, and NAME OF COIVTRACTOR, a _____ Incorporated (hereinafter referred to as the "Contractor"), with offices located at ADDRESS.

WITNESSED:

WHEREAS, the City issued, on DATE, a Request for Proposals for the provision of Video Security System Upgrade Expansions for the City, RFP# FY2006-2007-004 (hereinafter referred to as the "RFP"), attached hereto as Attachment A;

WHEREAS, the CONTRACTOR submitted a proposal to the City dated DATE, attached hereto as Attachment B, to provide Video Security System Upgrade Expansions;

WHEREAS, the CONTRACTOR desires to enter into an agreement with the City to perform such functions;

NOW THEREFORE, in consideration of the terms and conditions contained herein, the City and the CONTRACTOR have negotiated the terms and conditions of the proposal and agree as follows:

ARTICLE 1
DEFINITIONS

The following terms, as used throughout this Agreement, shall have the meaning set forth below:

PROVIDE ANY WORDS THAT NEED TO BE DESCRIBED. IF NOT NECESSARY TO PROVIDE DEFINITIONS FOR ANY TERMS THIS SECTION IS NOT NECESSARY.

ARTICLE 2
TERM

The term of this Agreement shall be for a period commencing as stipulated in the notice of award letter which is distributed by the City of Hallandale Beach. This contract shall remain in effect for one (1) year, provided the services rendered by the proposal during the contract period are satisfactory and the funding is available as appropriate on an annual basis. The price offered by the bidder in its bid proposal shall be based on service for the stipulated contract period, and two (2) additional one (1) year renewals. If mutually acceptable to the City and the CONTRACTOR each annual contract renewal shall be executed through annual purchase orders.

Notwithstanding the preceding paragraph, the CONTRACTOR recognizes that funds for payment for the services rendered under this Agreement must be appropriated annually by the City Commission. If such funds are not appropriated the contract is void.

ARTICLE 3
SCOPE OF SERVICES TO BE PROVIDED TO THE CITY

The City has employed the CONTRACTOR to provide Video Security System Upgrade Expansions services to the City. The services to be provided by the CONTRACTOR are set forth more fully in the City's Request for Proposal (RFP) #FY2006-2007-004 and the CONTRACTOR's response, received, incorporated herein by reference. The following terms have been negotiated by the City and the CONTRACTOR.

1)
2)
3)
4)
5)

ARTICLE 4
AI SERV

4.1 Attachment. The services to be provided under this Agreement are more fully described in the RFP annexed hereto as Attachment, which is incorporated by reference into this Agreement.

4.2 Attachment. The services to be provided are further described in the proposal dated DATE annexed hereto as Attachment , which is incorporated by reference into this Agreement.

ARTICLE 5
CONSORTIUM, SUBCONTRACTS, PARTNERS

5.1 **Signatories.** The CONTRACTOR and the City are the only signatories to this Agreement. Nothing contained herein shall be construed to create any contractual relationship between the City and any persons, or agents directly or indirectly employed by the CONTRACTOR hereunder. The CONTRACTOR agrees that it is fully responsible and liable to the City under this Agreement for any acts or omissions of the CONTRACTOR's employees, consortium partners, representatives, agents, and any other persons directly or indirectly engaged in the performance of services under this Agreement.

ARTICLE 6
PERSONNEL

THIS SECTION MAY BE CHANGED DEPENDENT UPON THE TYPE OF RFP.

6.1 **Competence of Staff.** The Contractor agrees to employ an adequate staff of competent professional and nonprofessional persons as may be required hereunder. The Contractor is required to provide the City with resumes of key personnel assigned to the engagement for City approval. Each of the Contractor's employees assigned to perform services hereunder shall have the proper skill, training and background so as to be able to perform in a competent and professional manner.

The City shall have the right to accept or reject any persons assigned by the Contractor to perform contract work for reasons deemed suitable to the City. The City shall not exercise such right in violation of City, State or Federal Law.

In the event that any Contractor employee is found to be unacceptable to the City, including, but not limited to, demonstration that he or she is not qualified, the City shall notify the Contractor in writing of such fact and the Contractor shall immediately remove said employee unless otherwise agreed and, if requested by the City, promptly provide a replacement acceptable to the City.

In the event that an engagement partner or a project manager ceases employment with the Contractor or is unable to perform or continue work under this Agreement for any other reason, the Contractor must assign a replacement with the same or better qualifications, subject to the approvals stated above.

6.2 **Staff Assigned.** The Contractor agrees that it will use its reasonable efforts to assure that the following persons will continue their assignment throughout the term of this Agreement, except as provided above

6.3 Responsibility for Personnel. All personnel performing services hereunder shall be employees or partners of the Contractor, and the Contractor alone is responsible for their work, personal conduct while performing work, labor or services under this Agreement, as well as for their direction and compensation. Nothing included in this Agreement shall impose any liability or duty upon the City to persons, firms, or corporations employed or engaged by the Contractor as coordinators, consultants, or independent contractors or in any other capacity, or as employees, servants or agents of the Contractor, to make the City liable to any person, corporation, association or any government for the acts, omissions, liabilities, obligations and taxes of whatever nature, including, but not limited to employment insurance and payroll taxes, of the Contractor or its coordinators, consultants, employees, servants, agents or independent contractors.

ARTICLE 7
INSURANCE REQUIREMENTS

Contractors shall procure and maintain for the duration of and in full compliance with the contract insurance against claims for injuries to persons and damage to property which may arise from or in connection with their performance hereunder by the contractor, his agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the contractor's proposal.

I. Minimum Scope of Insurance

A. Commercial General Liability, including:

1. Premises and Operations.

2. Products and Completed Operations.

3. Blanket Contractual Liability,
(See Hold Harmless Agreement and #VII below).

4. Independent Contractors.

5. Broad Form Property Damage.

6. Personal Injury Liability.

7. Incidental Medical Malpractice.

8. Fire Legal Liability

B. Workers' Compensation Insurance.

C. Employer's Liability Insurance.

II. Minimum Limits of Insurance

A. Commercial General Liability:

$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

B. Auto Liability:

$300,000 combined single limit per occurrence for bodily injury and property damage arising from the operations of all Owned Automobiles, Nonowned Automobiles and Hired Automobiles.

C. Workers' Compensation:

Workers' Compensation Insurance as required by the State of Florida. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

D. Employer's Liability:

$100,000 limit per occurrence,

$500,000 annual aggregate for disease,

$100,000 limit for disease of an individual employee.

III. Deductibles and Self-Insured Retentions

A. Deductibles/Self-Insurance Retentions Defined:

All deductibles and self-insured retentions must be shown clearly on the Certificates of Insurance and approved by the City.

B. Retention Levels:

The City has the option to reduce or eliminate any deductible or self-insured retention maintained by the contractor.

IV. Other Insurance Provisions

The policies shall contain the following provisions:

A. Additional Insured, Certificate Holder and Breach of Warranty Clause:

All insurances shall include as Additional Insured and Certificate Holder the City of Hallandale. There are not to be any special limitations on the protection being provided to the City, its officials, officers, employees or volunteers.

B. Contractor's Insurance is Primary:

The contractor's insurance coverage's shall be primary insurance with respect to the City's, its officials', officers', employees', and volunteers' insurances. Any insurance and self-Insurance maintained by the City, its officials, officers, employees, or volunteers shall be excess of the contractor's insurances and shall not contribute with it.

C. Coverage Guaranteed:

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

D. Occurrence Basis:

The contractor's insurances shall be on an occurrence basis as opposed to a claims-made basis. In other words, claims which occur during the policy period can be reported months or years later and still be paid, if they occur during the policy period. Claims-made policies cover only claims which occur and are made during the policy period. In the event occurrence based insurance is not available, use of claims-made insurance may be considered acceptable in limited circumstances, subject to written approval by the Risk Manager.

E. 30 Days Notice:

The following clause shall be included in all policies: This policy shall not

be suspended, voided, or cancelled by either party, or a reduction or revision in coverage or limits of coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.

F. Separation of Insured:

The definition of insured shall read as follows: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability". The company, in this context, being the contractor's insurance company.

1. If no such definition of the insured is quoted in the insurance, the contractor must provide "Cross Liability Clause" or "Severability of Interests Clause" endorsements for all liability insurances.

V. Acceptability of Insurance Company

A. Best Rating:

Insurance coverage must be with a company with a Best rating A.VII or better.

B. Florida State Licensed:

All insurance policies and bonds herein required of the contractor shall be written by a company authorized and licensed to do insurance business in the State of Florida and be executed by agents licensed as agents by the State of Florida.

VI. Verification of Coverage

A. Certificates and Endorsements Provided:

The contractor shall furnish the City with a certificate of insurance specifically stating the bid number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences.

B. Authorized Signatures:

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

C. Coverage Continuation:

Insurance coverage required in these specifications shall be in force throughout the contract. Should the contractor fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the contract, the City shall have the right to consider the contract breached and justifying termination thereof.

Compliance by the contractor and subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the contractor and all subcontractors of their liabilities and obligations under this contract.

If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the contract with the City, the contractor shall furnish certificates of insurance evidencing renewal of such coverage to the City.

VII. HOLD HARMLESS **AGREEMENT/INDEMNITY**

CON-TRACTOR shall at all times hereafter indemnify and hold harmless the City, its officers, agents, servants, and employees against any and all claim, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act of omission of the City and of CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this AGREEMENT including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property, from any and all claims, suits, actions, damages, and causes of actions which might arise for any personal injury, loss of life, or other actions by third persons including, but not limited to contractor, its subcontractors, material, supplies, laborers, agents, invitees, licensees, servants, employees or assigns, sustained in the performance of any product, service, act or omission resulting from this Agreement, and to defend any action or proceeding brought hereon, and from and against any orders, judgments, executions, levies and decrees, including those for punitive damages, as may be entered therein.

HOLD HARMLESS/INSURANCE AGREEMENT

CONTRACTOR shall obtain and maintain contractual liability insurance in adequate limits under this indemnity and hold harmless provision. Further, the CONTRACTOR will notify his insurance agent without delay of the existence of the Hold Harmless Agreement within this contract, and furnish a copy of the Hold Harmless Agreement to his Insurers. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Attorney, any sums due to CONTRACTOR under this Agreement may be retained by the City until all City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment or interest by the City.

CONTRACTOR acknowledges that the person(s) signing this Agreement has the authority to bind it.

VIII. Limited Contractual Relationship

Nothing contained in these contract specifications shall be construed as creating any contractual relationship between any of the contractor's subcontractors or suppliers and the City.

The contractor shall be as fully responsible to the City for acts and omissions of all subcontractors and suppliers and of all persons employed by the subcontractors and suppliers, as the contractor is for acts and omissions of persons directly employed by the contractor.

A. Joint Venture:

The parties agree that this agreement shall be the whole and total agreement between the parties, and the contractor is undertaking its activities as for its sole use and benefit and this agreement or the activities resulting there from shall in no way be construed to be a joint undertaking with the City, nor is the City in any way assuming responsibility or benefits of the contractor's activity. The contractor acts independently and in its own right, risk and responsibilities. The City assumes no direction, control, responsibility or liability for the activities of the contractor and, by the execution of this agreement, does not endorse or undertake any activity heretofore conducted by the contractor.

IX. Other Requirements

A. Subcontractors' Insurance Requirements:

Contractors shall include all subcontractors as it's insured under its policies or shall furnish separate certificates and all endorsements for each subcontractor's coverages. All overages for subcontractors shall be subject to all the requirements stated herein.

ARTICLE 8

BILLINGS AND

THIS SECTION SHOULD BE WRITTEN TO HELP THE CITY WITH RECEIPT OF INVOICES AND COULD BE REVISED AS NECESSARY AND OF COURSE IN COMPLIANCE WITH WHATEVER THE RFP STATES.

8.1 Invoices. Payments will be based upon invoices submitted by the Contractor and the Company will be paid in the ordinary course of business.

8.2 Audit of Payments. All payments are subject to audit of invoices and supporting documentation by the City.

ARTICLE 9
GENERAL

9.1 Entire Agreement. This Agreement, together with Attachments A, B, C constitute the entire understanding between the parties with respect to its subject matter and supersede all prior negotiations and agreements. There are no representations, warranties, promises, covenants or undertakings other than those contained herein. This Agreement may not be modified except in a writing executed by both parties.

Attachment A, entitled **RFP** #, is hereby incorporated into and shall be deemed an integral part of this Agreement. The order of priority shall be as follows:

1. This contract
2. Attachment A RFP;
3. Attachment B Proposal;
4. Attachment C Proposed System

9.2 Governing Law and Venue. All legal actions arising out of or connected with this agreement must be instituted in the Circuit or County Court of Broward County, Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this agreement, without regard to Florida's conflict of law's principles. Trail by jury is hereby waived by the parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature. CITY OF HALLANDALE BEACH through its authorization to execute same by COMMISSION action on the _____ day of _____ 20_____, and _____, signing by and through duly authorizes to execute same.

THIS IS NOT AN ORDER

CITY

ATTEST:

_____
City Clerk

CITY OF HALLANDALE BEACH

By _____
D. Mike Good, City Manager

_____day of _____, 20____.

Approved as to form by
City Attorney

By_____
David Jove, City Attorney

Approved as to surety company qualifications, insurance requirements, and insurance documentation:

Risk Management Division

_____
Director

THIS IS NOT AN ORDER

EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

(If incorporated sign below).

CONTRACTOR

ATTEST: _____
(Name of Corporation)

_____ By _____
(Secretary) (Signature and Title)

(Corporate Seal) _____
(Type Name and Title Signed Above)

____ day of _____, 20___.

(If not incorporated sign below).

CONTRACTOR

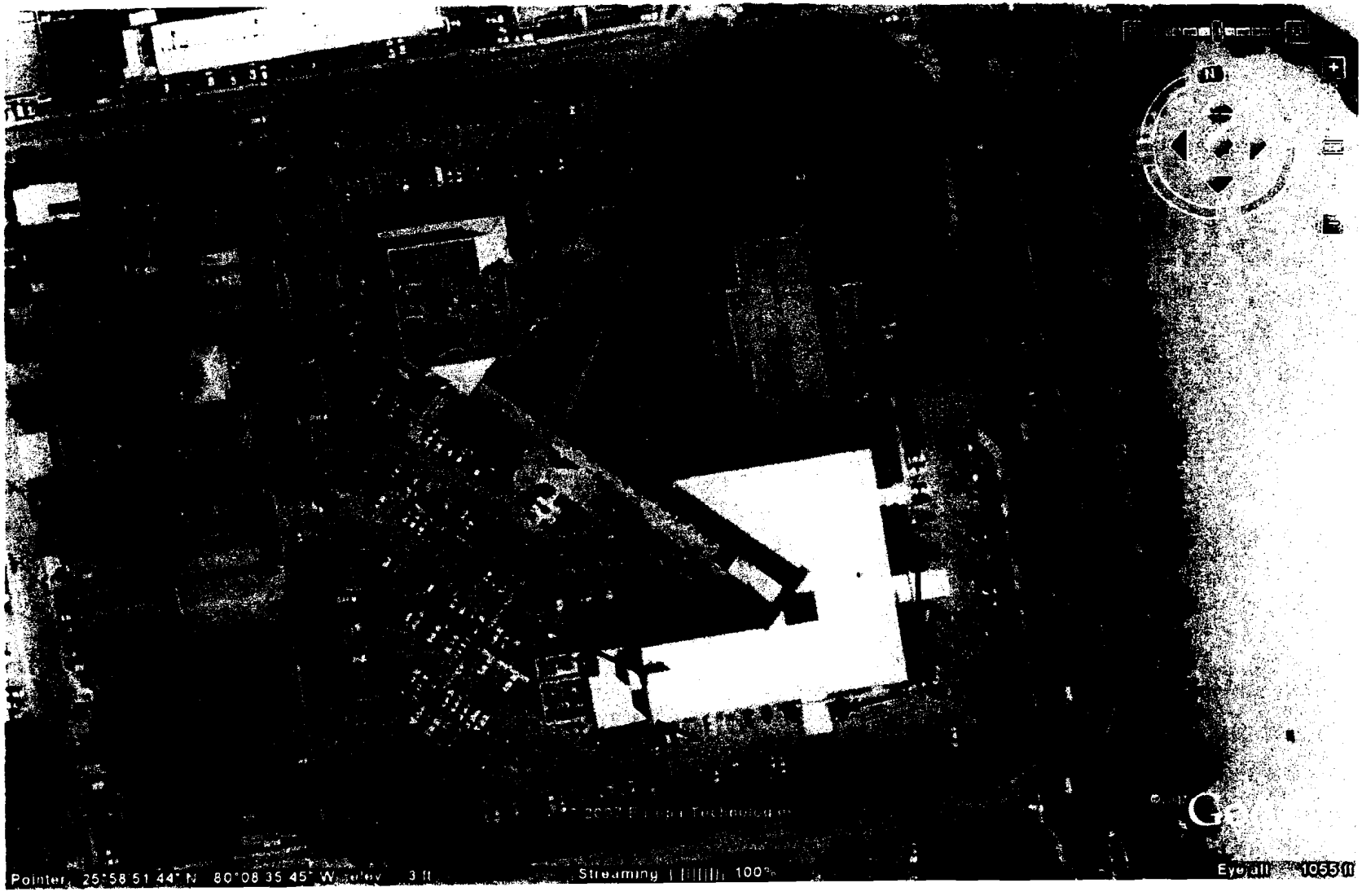
WITNESSES:

_____ _____
(Name)

_____ By _____
(Signature)

_____
(Typed Name Signed Above) _____ Day of _____, 20____.

CITY REQUIRES FOUR (3) FULLY-EXECUTED CONTRACTS.
+

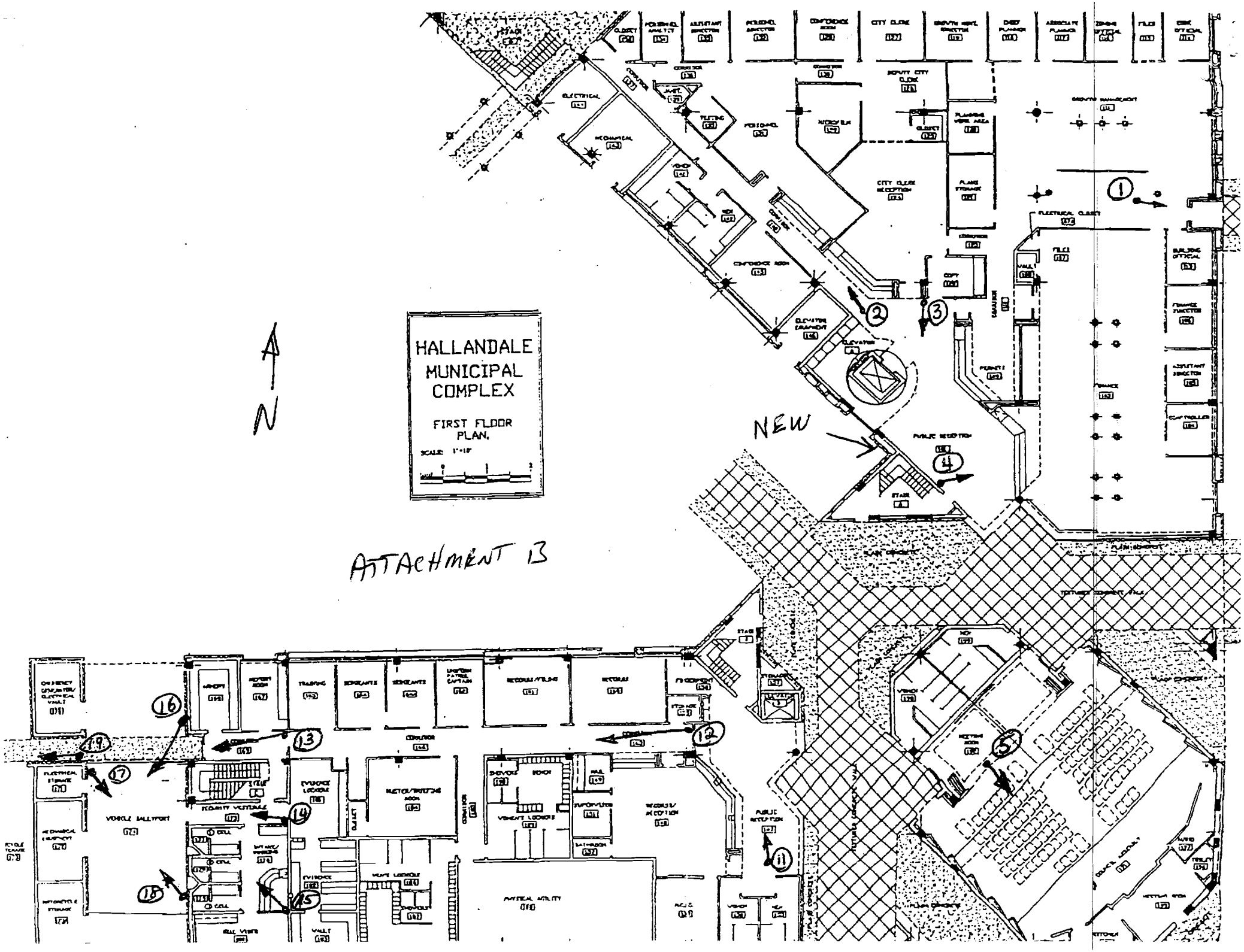


Attachment A

Municipal Hall &
Cultural Center

Red = New

Blue = Existing


HALLANDALE
MUNICIPAL
COMPLEX
FIRST FLOOR
PLAN.
N
NEW
ATTACHMENT B
1
2
3
4
5
11
12
13
14
15
16
17
18
19

12/22/2006

City of Hallandale Beach
Building Security Specifications - camera locations

Item	Building	Floor	Location	View	Comments	Status
1.	City Hall	1	Dev Svcs - East entrance	East door		Existing
2.	City Hall	1	Hallway - CRA	CRA counter		Existing
3.	City Hall	1	Lobby	Elevator & Lobby		Existing
4.	City Hall	1	Lobby	Finance counter		New
5.	City Hall	1	Comm Chambers	Dais		Existing
6.	City Hall	2	Outside building - east end	Parking lot	Weather proof; zoom; pan & tilt need to go below palm tree tops	New
7.	City Hall	2	Hallway - IT	IT door		Existing
8.	City Hall	2	Lobby	Elevator & Lobby		Existing
9.	City Hall	2	Hallway - NE entrance	NE entrance		Existing
10.	City Hall	2	Outside building - NW corner	Generator	Weather proof; zoom; pan & tilt	New
11.	Police	1	Lobby	front counter		Existing
12.	Police	1	Hallway - east end	hallway west		Existing
13.	Police	1	Hallway - west end	Sallyport entrance		Existing
14.	Police	1	Hallway - Security vestibule	Security vestibule entrance		Existing
15.	Police	1	Lockup	Holding cells		Existing
16.	Police	1	Sallyport - NE	Sallyport		Existing
17.	Police	1	Sallyport - NW	Security vestibule entrance		Existing
18.	Police	1	Sallyport - SE	Sallyport		Existing
19.	Police	1	Sallyport Walkway north	walkway & storage room		New
20.	Police	1	Sallyport Walkway south	walkway & storage room		New
21.	police	2	Outside building -west end	Parking lot	Weather proof; zoom; pan & tilt	Dead
22.	Police	2	Fire Escape - west end	Stairs -east		Existing
23.	Police	2	Hallway - Interview rooms	Hallway - south		Existing
24.	Police	2	Lobby	ISD Door & lobby		Existing
25.						
26.						
27.						
28.						
29.						
30.						
31.						
32.						
33.						
34.						

Attachment B

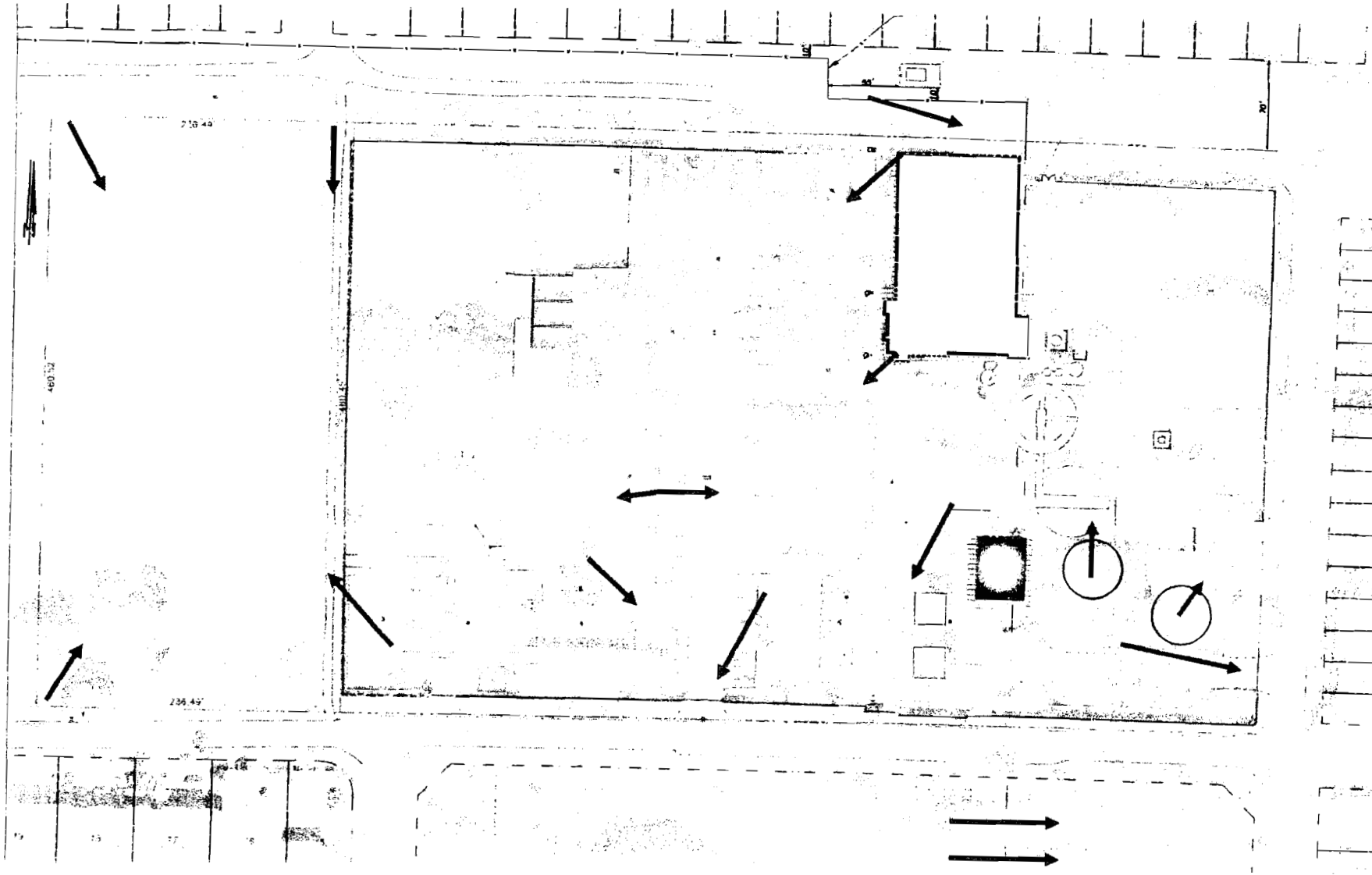
Attachment C

Public Works Compound

Cameras: 17

Red= New

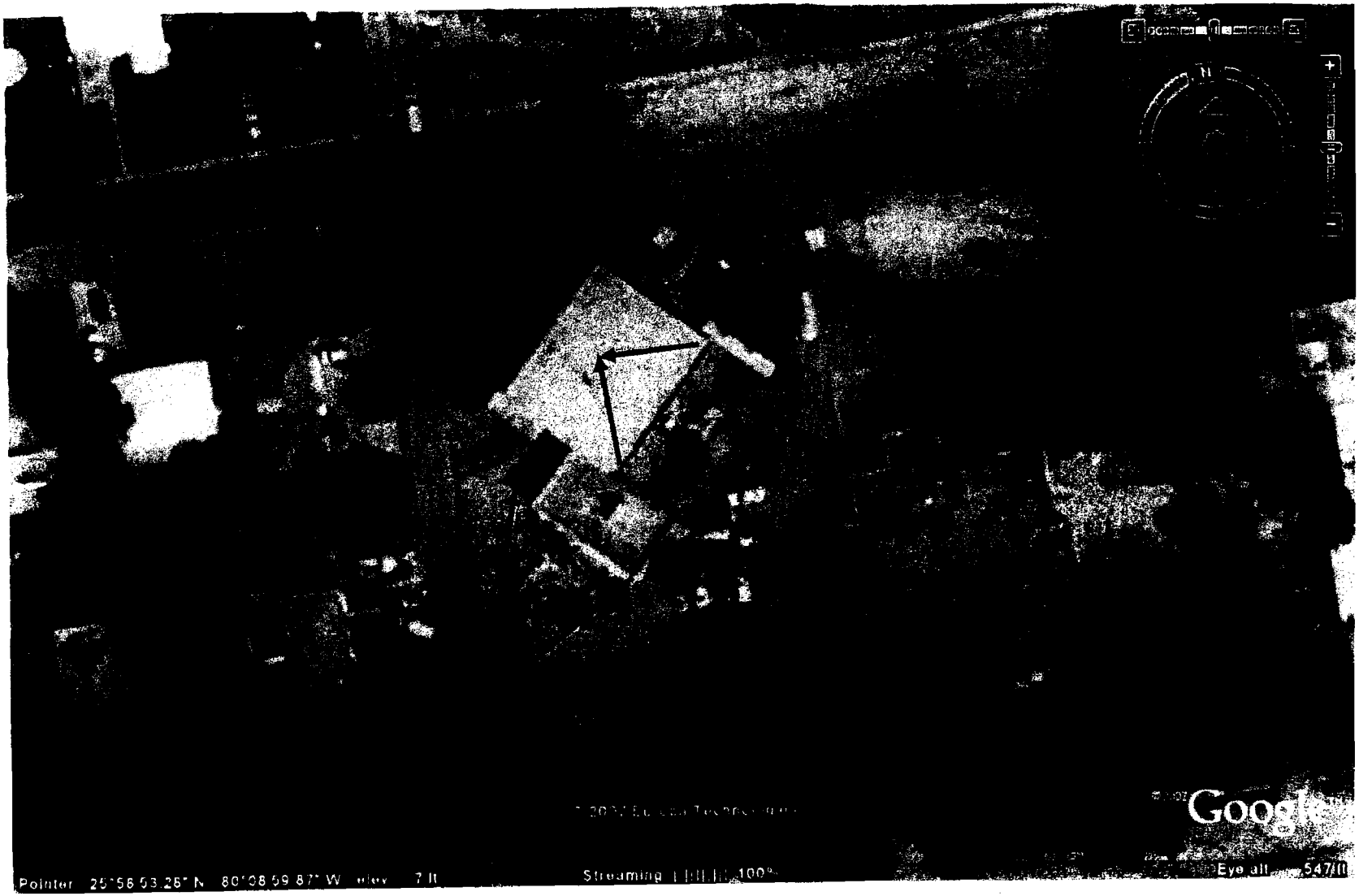
Blue =Existing



The City of
HALLANDALE BEACH

WATER PLANT SITE

SCALE: NOT TO SCALE



Attachment D

Fire re lain

Cai meras 66

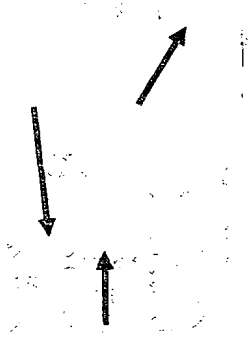
Re d =Exe rior

Blu ie =Ine ior

Attachment E

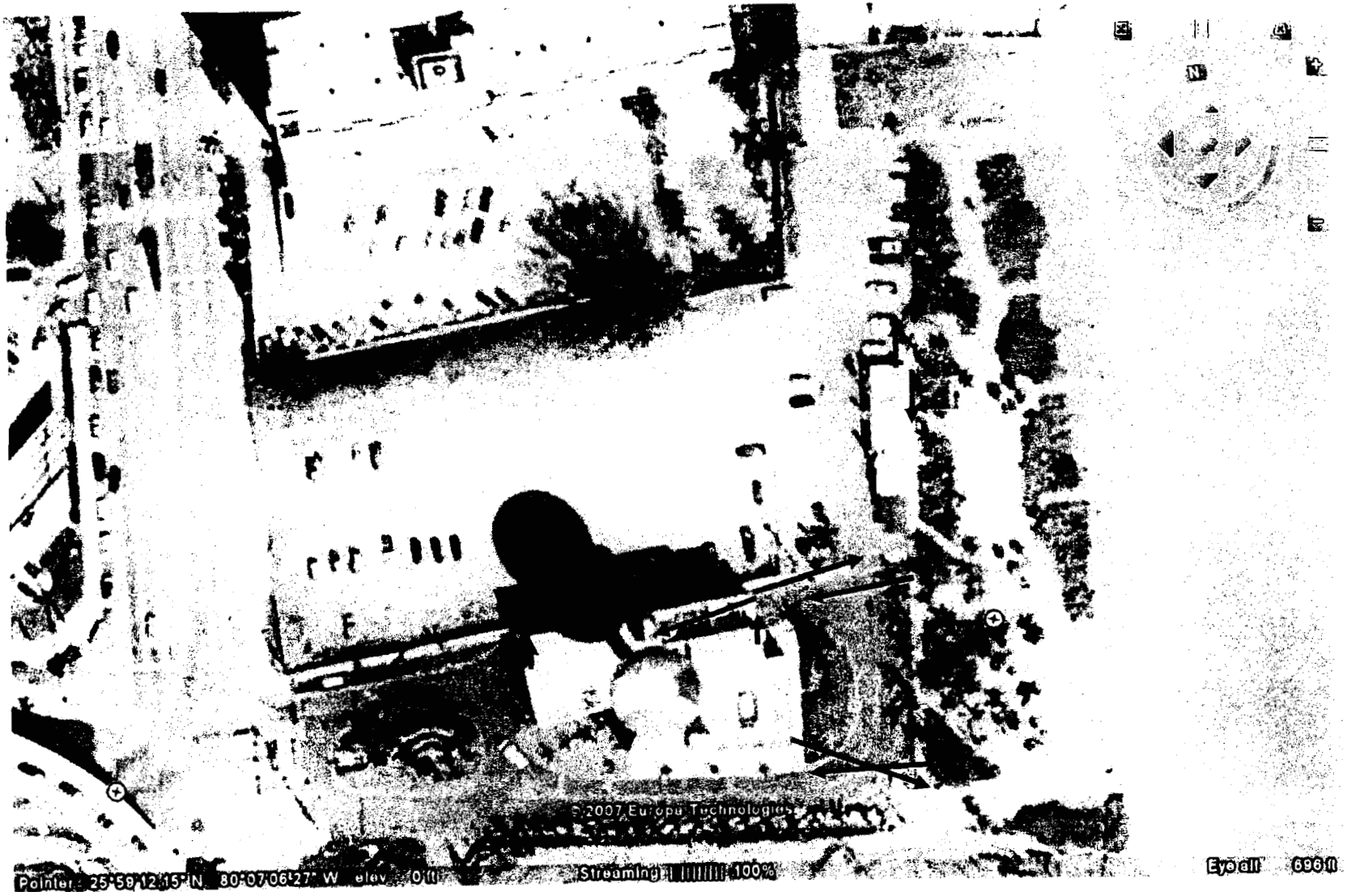
3 Isles Fire Station

Cameras: 3



Attach to street traffic signal, if possible

The City of
HALLANDALE BEACH



Attachment F

Fire Beach & Park Beach

Cameras: 10

Red = New

Blue = Existing

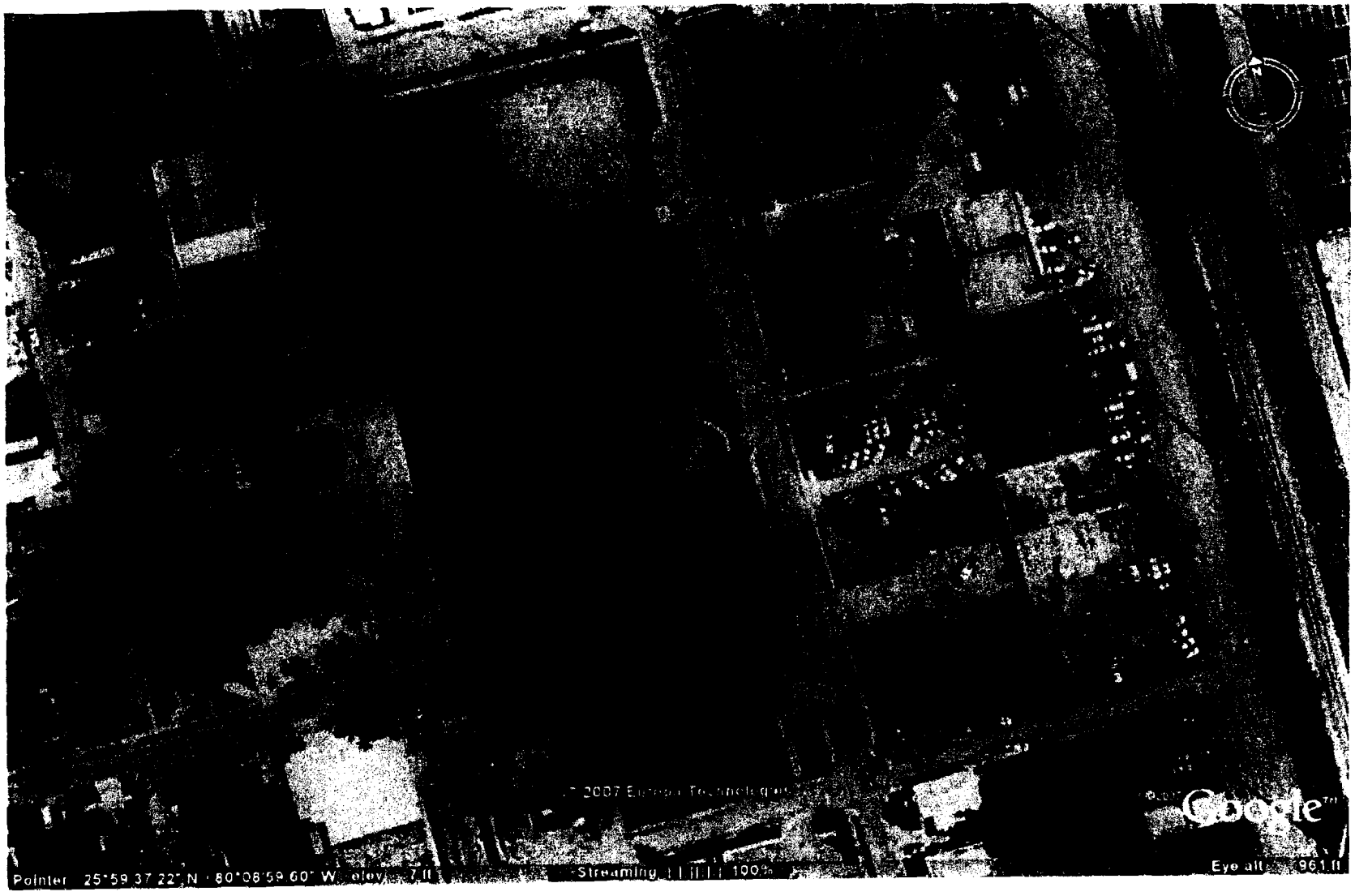
Attachment G

Johnson Park &
Hepburn Center

Cameras: 19

Red= Exterior

Blue = Interior



Attachment H

BF James Park

800 Block of NW 2 Ave

Attachment I

Foster Park

Foster Rd @ NW 6 Ave

Cameras: 2

Attachment J

Hallandale Adult Community Center

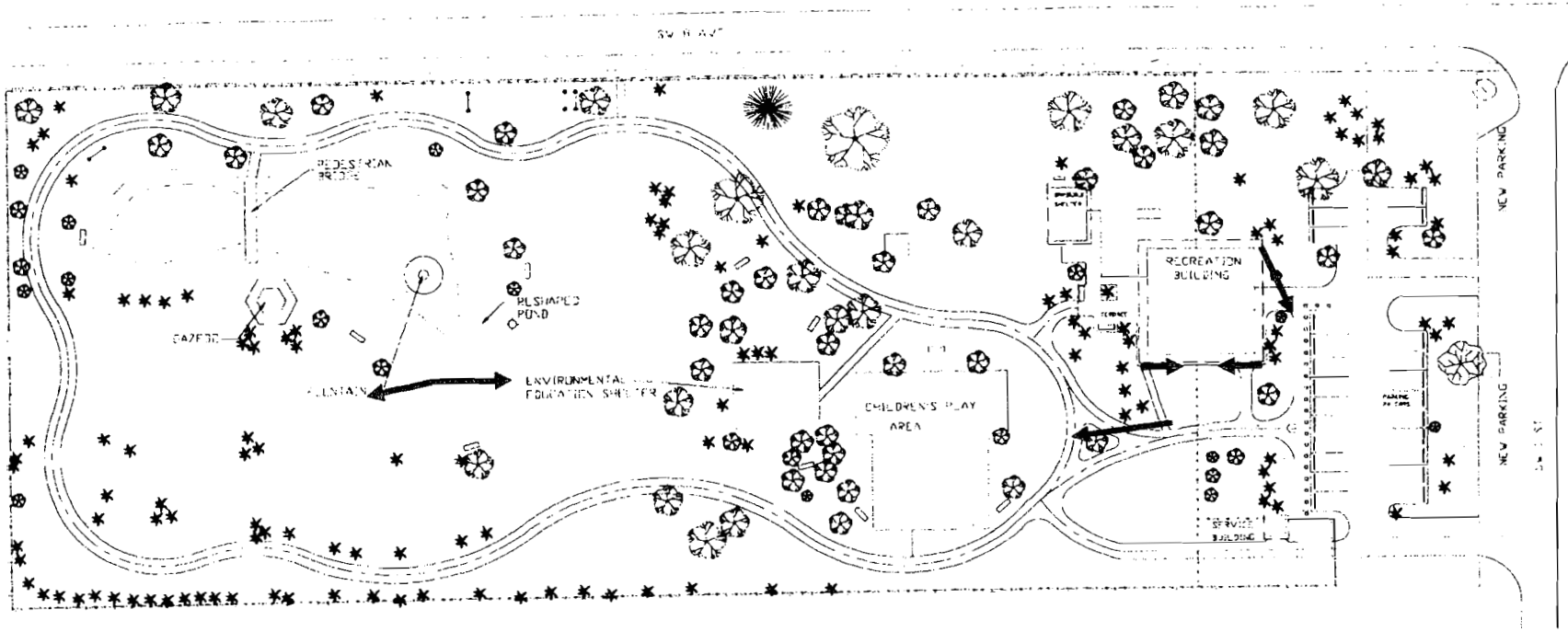
PAL Office

Cameras: 3

Attachment K

Ingall's Park

735 SW 1st Street



LOCATION OF PEDESTRIAN BRIDGE, ENVIRONMENTAL SHELTER, GAZEBO AND WATERFALL ARE SUBJECT TO CHANGE DEPENDING ON SITE CONDITIONS AND OTHER CONTRIBUTING FACTORS. SHAPE OF POND EXTENSION WILL DEPEND ON SITE CONDITIONS. CITY ENGINEER WILL VERIFY ALL LOCATIONS AT TIME OF CONSTRUCTION. ALL FINAL LOCATIONS WILL BE MARKED ON AS-BUILT.

The City of
HALLANDALE

DEPARTMENTS OF PUBLIC WORKS, UTILITIES, AND ENGINEERING

CITY MANAGER
R.J. INTINDOLA

DIRECTOR OF PUBLIC WORKS
JOHN C. DEPP

DEPUTY DIR. / CITY ENGINEER
DAVID PRITCHARD

PROJECT MANAGER

INGALLS PARK

SCALE 1"=30'

Attachment L

Bluesten Park

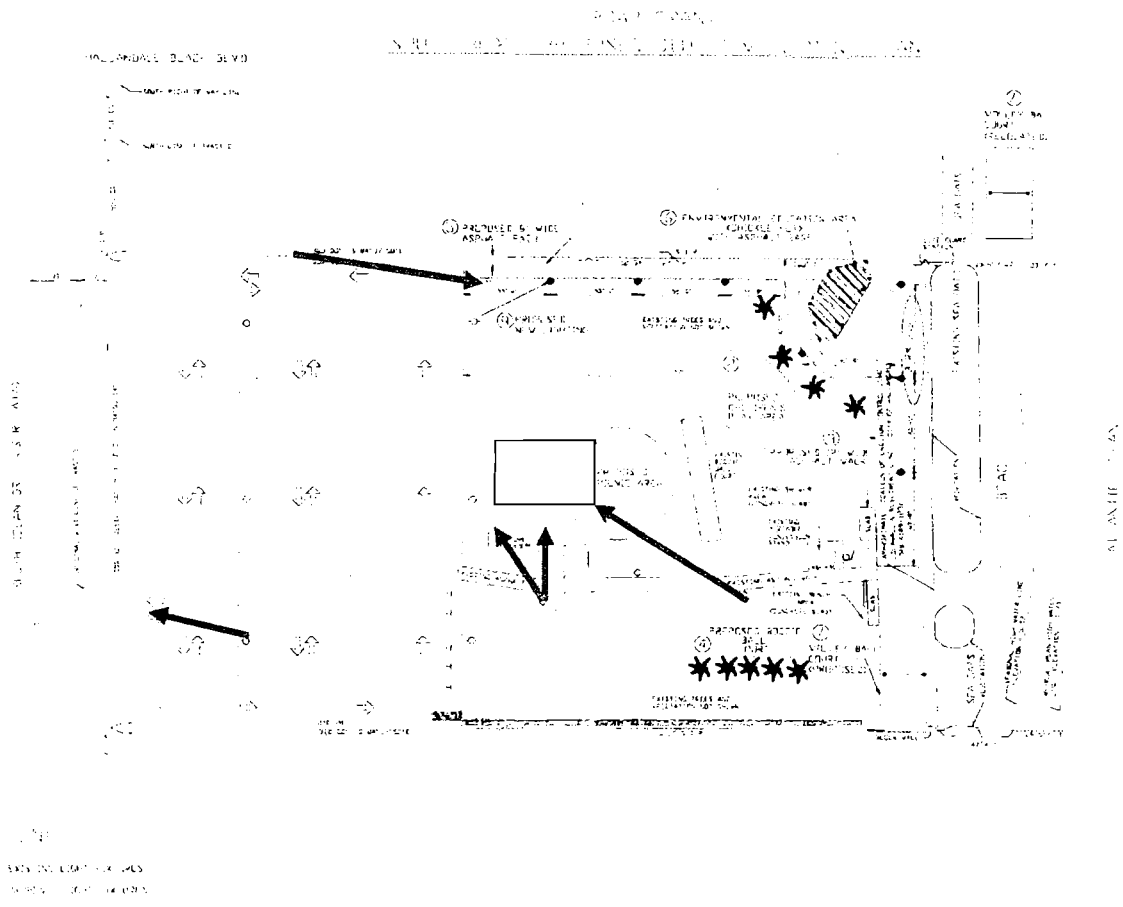
501 SE 1 Ave

Cameras: 12

Attachment M

South Beach

Cameras: 5



Revisions

The City of
HALLANDALE

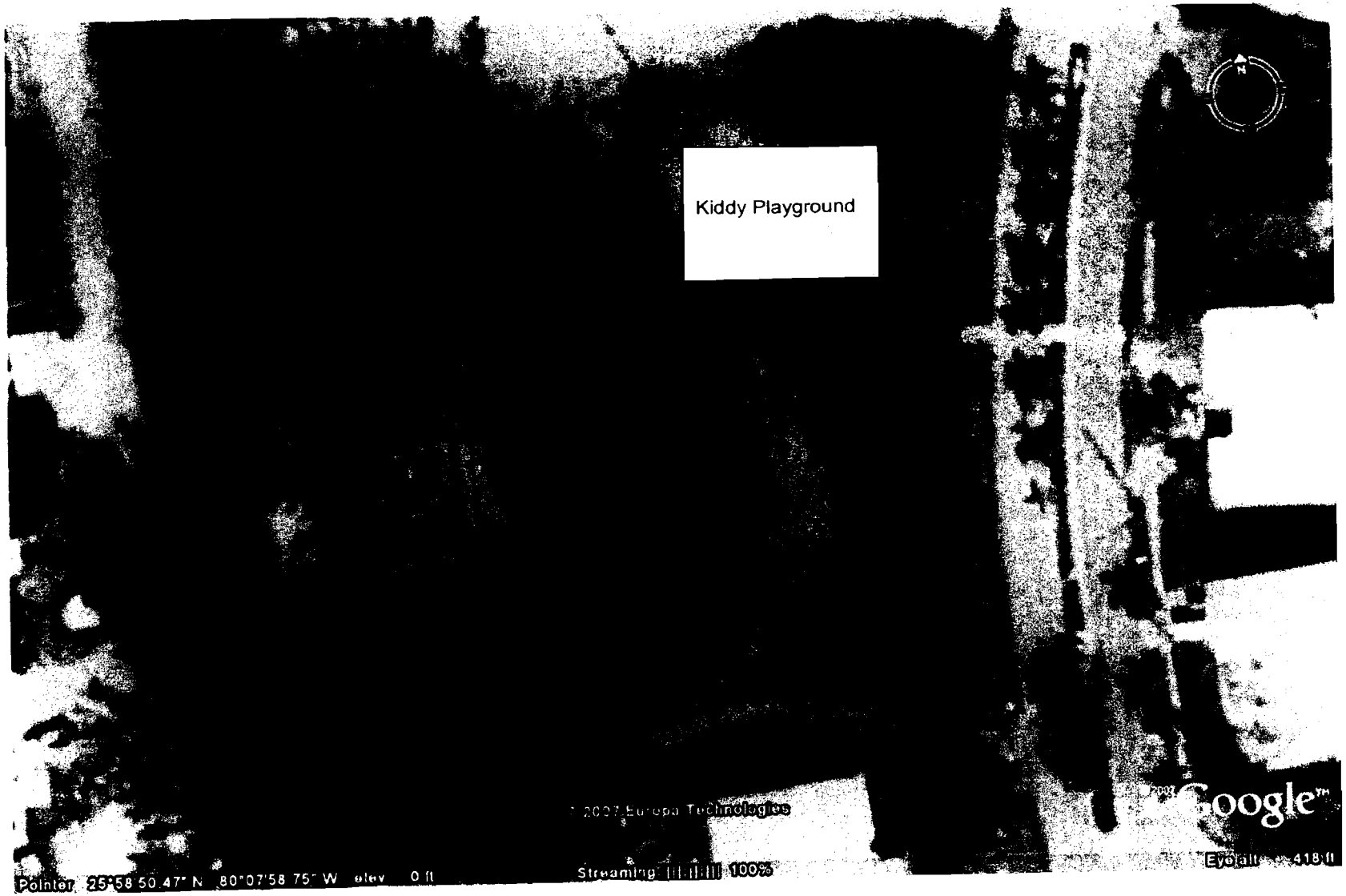
Index
File No
Sheet No.

Attachment N

Golden Isles Park

Kiddy Playground

Cameras: 2



Attachment O

Park: Tennis Court

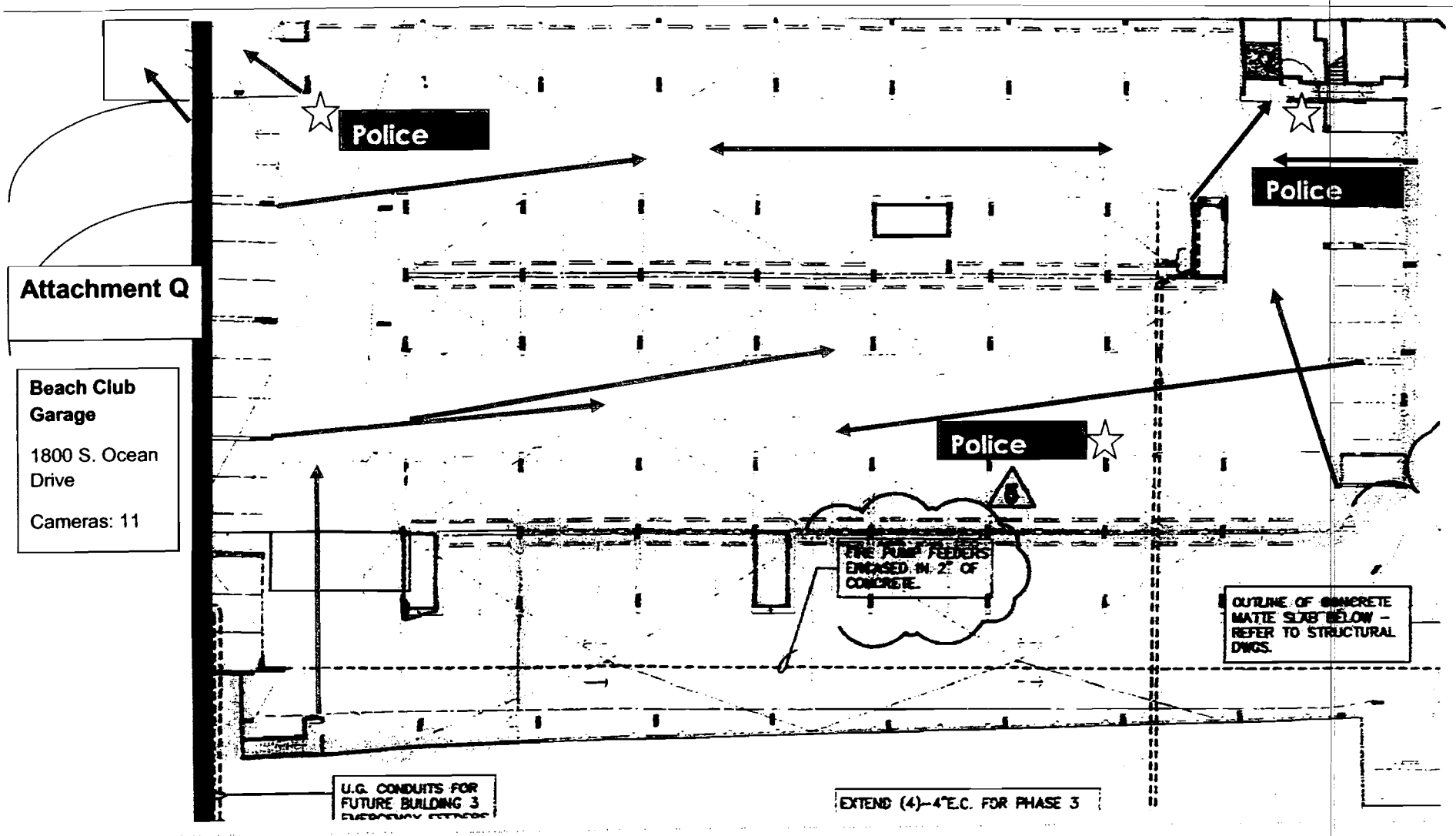
Cameras: 2

Attachment P

Scavo Park

900 Block of 3 Isles Boulevard

Cameras: 2


Attachment Q
Beach Club Garage
1800 S. Ocean Drive
Cameras: 11
Police
Police
Police
FIRE PUMP FEEDERS ENCASED IN 2" OF CONCRETE.
OUTLINE OF CONCRETE MATTE SLAB BELOW - REFER TO STRUCTURAL DWGS.
U.G. CONDUITS FOR FUTURE BUILDING 3
EXTEND (4)-4"E.C. FOR PHASE 3