

Filing # 95701497 E-Filed 09/13/2019 04:48:35 PM

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

GIDDENS SECURITY CORPORATION,

Plaintiff,

vs.

CASE NO. _____

CITY OF WEST PALM BEACH, an Independent
Taxing District and Political Subdivision of the
State of Florida,

Defendant.

_____ /

**COMPLAINT FOR (1) TEMPORARY AND PERMANENT
INJUNCTIVE RELIEF, (2) MANDAMUS, AND (3) DECLARATORY JUDGMENT**

Plaintiff, Giddens Security Corporation ("*Giddens*"), through its undersigned counsel, sues
Defendant, City of West Palm Beach ("*City*"), and states:

NATURE OF THE CASE & SUMMARY

1. This is an action seeking temporary and permanent injunctive relief, mandamus, and declaratory relief, to prohibit the City from illegally finally approving and awarding a "no-bid" "single-source" contract for certain unarmed security guard services to a company known as Professional Security Consultants ("*PSC*"). The contract is in the approximate amount of Seven Million Nine Hundred Thousand Dollars (*\$7.9 Million*) for the five-year period of the contract (3-year initial period starting next month, October 1, 2019, with an additional 2-year renewal option).

2. Plaintiff Giddens is the current provider of unarmed security guard services for City facilities and has been contracted since 2016 through an initial 3-year contract and other extensions, with the most recent extension to expire at the end of this month, September 30, 2019.

3. The underlying controversy involves the erroneous, arbitrary, capricious, anticompetitive and illegal actions of the City in proposing to award the 5-year \$7.9 Million contract to PSC in clear violation of the City's own Charter, its competitive Procurement Code, and other requirements and policies.

4. The relief requested herein is contained in three Counts:

a. Count I is for temporary and permanent injunctive relief against the City. As will be shown, Plaintiff Giddens has a clear legal right to injunctive relief in that: (1) Giddens has no adequate remedy at law; (2) Giddens will suffer irreparable harm if the illegal award of the contract to PSC is allowed to proceed in violation of the City's Charter, Procurement Code, and other applicable requirements and public policy; (3) the public interest in ensuring a fair and impartial public competitive procurement process will be served by granting of an injunction; and (4) Giddens has a strong likelihood of success on the merits of its claims.

b. Count II is for a Writ of Mandamus requesting the Court to issue a summons and writ to the City to, at a minimum, meet its ministerial and clear procurement obligations to rescind any award or contract to PSC and then issue some type of *competitive* solicitation of its choosing as to the unarmed security guard services. The City's Charter, its Procurement Code, as well as decisional law and public policy of the state, all require a request for proposal ("*RFP*") or other type competitive solicitation that is *not* a no-bid single-source procurement. The City has failed and refused to re-issue the RFP as it indicated it would, instead bypassing the competitive procurement process altogether to award a single-source contract to one entity, PSC, even though numerous other entities that bid on the prior RFPs can provide the roving/ambassador type security guard services the City seeks. Plaintiff is, accordingly, entitled to issuance of a writ of mandamus compelling the City to not sign or implement the contract.

c. Count III is an action for declaratory relief pursuant to Chapter 86, Florida Statutes, requesting similar relief.

PARTIES, JURISDICTION, AND VENUE

5. Plaintiff Giddens Security Corporation is a Florida corporation authorized to conduct business in the state of Florida, with its headquarters located at 528 Edgewood Ave S, Jacksonville, FL 32205. It is engaged in the business of providing professional armed and unarmed security services and is a highly stable and competent security capable of providing those services. Giddens has had consistently stellar reviews and has provided armed and unarmed security officer services

for 37 years to numerous public and private entities. It currently employs over 1,000 security officers throughout the State including in multiple counties, cities and other public and private settings.

6. Defendant City of West Palm Beach is a political subdivision of the state of Florida and is duly organized and existing under the laws of the State of Florida.¹

7. Subject Matter Jurisdiction is vested in this Court because: Count I is for temporary and permanent injunctive relief for which circuit courts have jurisdiction; Count II is for an alternative writ of mandamus which is within this Court's original jurisdiction pursuant to Article V, Section 5(b) of the Florida Constitution (providing that circuit courts have the power to issue extraordinary writs including writs of mandamus); and Count III is for declaratory relief for which circuit courts have jurisdiction as provided in Chapter 86, Florida Statutes.

8. Venue is proper in Palm Beach County as the county where Defendant City's headquarters exist, where the causes of action accrued, and where all relevant security services would be provided.

GENERAL ALLEGATIONS AS TO ALL COUNTS

9. As already noted, the underlying controversy involves the erroneous, arbitrary, capricious, and illegal actions of the City in proposing to award the 5-year \$7.9 Million contract to PSC in clear violation of the City's own Charter, its competitive Procurement Code, and other requirements and policies.

The RFPs and Other Key Underlying Facts

10. The controversy, in part, arises from the City's failure to discharge its lawful duties and obligations in connection with its Request for Proposals #18-19-207 for Unarmed Security

¹See note 3, *infra*, as to the City's Charter and where to find it on the City's website.

Guard Services (the “*Guards RFP 207*” or simply “*RFP 207*”) and #18-19-208 for Unarmed Roving Security Ambassador Services (the “*Ambassadors RFP 208*” or “*RFP 208*”) (collectively the “*RFPs*”).

11. Each RFP requested unarmed security guard services, but for different city areas, and a somewhat different type of unarmed security guard service.

12. In short, Guards RFP 207 was for almost every City area that required security services (city hall, library, water treatment plant, operation and maintenance facility, etc.) and it requested the normal “Security Guard Services,” but no roving/ambassador type service.

13. On the other hand, Ambassador RFP 208 was only for the City area known as the “Northwood District,” which falls under Community Redevelopment Agency (“*CRA*”)’s budget rather than under the City’s budget. It requested proposals for “unarmed *roving security ambassador services*” (emphasis added) for the Northwood District.

14. Both RFPs were advertised and proceeded at approximately the same time. The Ambassador RFP 208 was published by the City on March 8, 2019 on its website, and March 10, 2019 in the *Palm Beach Post* (local newspaper).

15. The Guards RFP 207 was published by the City on March 22, 2019 on its website, and March 24, 2019 in the *Palm Beach Post* (local newspaper).

16. Plaintiff Giddens timely submitted a proposal in response to both RFPs. Many other vendors likewise timely submitted proposals. In total, 7 companies responded to the RFP 207, and a total of 10 companies responded to the RFP 208 (see Exhibit A, listing of Responders to each RFP) -- thus demonstrating to the City that 10 companies bid on ambassador/roving guard services and so indicated to the City they were capable of providing those services.

17. Thereafter, by letter of April 18, 2019, the City *cancelled* both RFPs without any explanation (Exhibit B attached, letter of cancellation). It is not clear whether the City reviewed and/or scored the proposals received from Plaintiff and others in response to the RFPs. The general assumption by Giddens and others was that the cancelation was due to some irregularity in the RFPs and that the City would republish new RFPs for the security services as stated in the notices of cancellation (“*The City hereby provides notice that it intends to re-issue the solicitation in near future.*”).

18. On September 6, 2019, the City published its Agenda for a City Commission meeting on the following Monday, September 9, 2019.

19. The Agenda contained proposed Resolution No. 290-19 which sought Commission approval to contract with PSC for the same security services outlined in the two RFPs, all in direct violation of the City’s competitive bidding process.

20. Via a letter emailed the morning of September 9, 2019, Plaintiff, through its undersigned counsel, alerted the Mayor, the City Commissioners, and the City Attorney that such a contract was potentially illegal, contrary to the City Charter, and contrary to the City Procurement Code, and requested the resolution be “tabled” for two weeks to allow for more time to investigate the circumstances (Exhibit C, September 9, 2019 letter).

21. The City refused to delay the matter. Instead, at its regularly scheduled meeting on the evening of September 9, the Commission voted unanimously to approve the contract with PSC.

The City Charter and the City’s Procurement Code -- Competitive Procurements Required

22. The City is required to use competitive procurement process for all contracts with the City except in very limited and specific circumstances.²

²As to the very limited exceptions, *see, e.g.*, section 66-64 (Single Source) and section 66-69 (Emergency Procurement) each of which are very limited and have specific conditions and requirements which must be

23. Most importantly, section 4.04 of the City's Charter,³ which is approved by voters and is the foundational and authorizing document for any grant of authority to the City, clearly and unambiguously *requires* competitive bids/procurements. It states, in pertinent part, as follows:

Contracts for the procurement of supplies, services and construction by the city shall be made through fair and open competition using competitive bids, requests for proposals, requests for quotations and other practices which will result in the award of contracts equitably and economically.

(Emphasis added.)

24. The City's Procurement Code goes on to specifically implement this Charter provision, beginning in Code section 66-4 which goes on to emphatically emphasize the purpose and importance of competitive procurements:

Sec. 66-4. - Purpose and definitions.

(a) *Purpose.* The purpose of this chapter is *to implement Section 4.04 of the City Charter*, and, consistent therewith, to:

- (1) Provide a *uniform system* for procurement and supply management;
- (2) *Ensure a system of quality and integrity in procurement;*
- (3) Simplify, clarify, and modernize methods governing procurement;
- (4) *Maximize open competition;*
- (5) *Maximize the purchasing value of public funds;*
- (6) *Provide for public confidence* in procedures followed in public procurement;
- (7) *Promote fair treatment to all suppliers of goods, services, and construction;*
and
- (8) *Encourage participation by local businesses.*

(Emphasis added.)⁴

documented (none of which were met or complied with as to the "no-bid" award at issue here).

³The City's "Charter" is found on the City's website at <https://wpb.org/Online-Services/Overview>. Then select "Code of Ordinances" and then select PART I (Charter and Related Laws). The City's Procurement Code is found in within the Code of Ordinances using these same links.

⁴As to subsection (8) above ("Encourage participation by local businesses"), it bears noting that Giddens is a Florida corporation with a local office in West Palm Beach. In contrast, PSC is a *California* corporation, albeit authorized to do business in Florida, with its main office in Los Angeles. Moreover, upon information and belief,

25. Following the above Charter and Code provisions, other provisions of the Code simply go on to describe and implement the various methods of solicitation that “may” be used for the required competitive procurement. *See, e.g.*, section 66-62 (ITBs); 66-63 (RFPs); 66-65 (other methods of competitive procurement, including ITNs, RFQs, RFIs, and ITPs); and section 66-10 (a laundry list of minor or special items not requiring competitive procurements).

The City Violated the Charter and Code in Making the No-Bid Award to PSC

26. Rather than the “fair and open competition” required by the above City Charter and the Procurement Code provisions, the City’s proposed no-bid contract with PSC constitutes an improper proprietary “single source” or “sole source” procurement.

27. The no-bid single source award is contrary to competition, contrary to the City Charter, and contrary to the Procurement Code which specifically requires competitive solicitation on procurement for all goods/services contracts over \$50,000 (see Code section 66-61) and contrary to Florida law and public policy.

28. The City’s Procurement Code at, section 66-64, provides:

Sec. 66-64. - Single source.

Upon receipt of justification from the user department and the proposed single source, the procurement official may select a single source without competition *if, after conducting a search for available sources, the procurement official determines that only a single source is practicable or for other reasons single source selection is in the city's best interest.* Upon the procurement official's written approval of single source selection, contract negotiations shall commence with the single source. [...]

(Emphasis Added.)

29. Here, there was and is no indication, documentation, or evidence that PSC was or is the sole or “single source” available or practicable to the City for these types of security guard

PSC does *not* have a local office location in West Palm Beach

services (roving/ambassador or otherwise), or that contracting with PSC was, otherwise, in the City's best interest.

30. In fact, the City had full knowledge that PSC was *not* the sole source for the ambassador/roaming security guard services at issue. As noted above, the City received 10 proposals in response to the March 2019 RFP 208 for roving/ambassador type security services, and so there were at least 10 vendors who indicated to the City that they could provide the requested ambassador/roaming services.

31. Giddens, which currently provides the general unarmed security guard services for the City through a competitively procured contract that will terminate on September 30, 2019, was also one of the 10 vendors that submitted a proposal in April 2019 in response to Ambassador RFP 208, indicating it could fully and competitively provide the roving/ambassador type services.

32. Moreover, Giddens advised the City at this week's September 9, 2019, 5:00 p.m. Commission public meeting that it successfully provides the roving/ambassador security guard type services in numerous other cities and counties in Florida.

33. In summary, there was and is no basis in the Procurement Code or otherwise to make a no-bid single source award to PSC or anyone, for the requested services.

Bias, Favoritism, Collusion and/or Other Unethical or Illegal Activity

34. The City is required to act in good faith in procurement for the City. See section 66-6, Procurement Code.

35. Upon information and belief, the City through its staff, Mayor, and/or Commissioners have acted with bias, favoritism, or exhibited other improper, unethical or illegal conduct in favor of PSC.

36. The attempted “no-bid” award to PSC as a “single-source” vendor (all in violation of the unambiguous Charter and Code provisions) is itself evidence of bias and favoritism and other improper conduct.

37. There is also evidence of such impropriety including in violation of the City’s *Ethics in Procurement* section. The City is forbidden to execute a procurement contract if there has been a violation of any ethics or procurement regulation, including the improper attempt to influence the outcome of a procurement:

Sec. 66-7. - Ethics in procurement.

(a) The city ***shall not*** execute a procurement contract if there has been a violation of this section, any ethics provision of a procurement solicitation, or any local, state, or federal law, including but not limited to:

- (1) Conflicts of interest;
- (2) Kickbacks;
- (3) Solicitation of procurement by payment of a gratuity or offer of employment;
- (4) Acceptance of a gratuity or offer of employment resulting from solicitation of procurement;
- (5) Honest services fraud;
- (6) Prohibited lobbying as provided in section 66-8 below;
- (7) Any other improper or unlawful attempt to influence the outcome of a procurement; or
- (8) Violation of subsection (b) below.

(b) All provisions of the city ethics code found in chapter 2, article VII, applicable to procurement are incorporated herein by reference. These sections include, but are not limited to, the following sections: Subsections 2-513(b), (d), and (e); section 2-580.

38. Upon information and belief, members of PSC’s management and family members donated campaign contributions to Mayor Keith James’ campaign for City Mayor between August 2017 and June 2018. Specifically, there is a \$1,000 contribution to the Mayor by Willie Perez, the Regional Manager of PSC, who is also, upon information and belief, known to be a friend of the Mayor and some City staff. Additionally, based on information and belief, there are indications

that the City desired to steer the contract to PSC because of the ongoing relationships with Willie Perez, of PSC.

39. The City Charter's requirement that high-dollar contracts, such as the one offered to PSC without a competitive procurement process, is intended to safeguard the City Taxpayers and public from improper awards and such unethical dealings.

40. As already noted, approximately 10 other vendors submitted proposals to the City's RFP 208 in March 2019, which is evidence of known and available competition for the City to obtain the best value for ambassador/roving security services.

41. Soon after the current Mayor was elected and sworn in on approximately April 4, the City via the letter of April 18, abruptly cancelled the RFP without explanation. The cancellation notice stated the City intended to re-issue the solicitation, yet it never did.

42. Moreover, the City did not follow its own procurement ordinance once it cancelled the RFP. Cancellation is governed by Code section 66-70, which provides that the reasons for the cancellation or rejection "shall" be made part of the procurement file. This was not done or, at least, was not provided to the Plaintiff or other vendors which submitted proposals.

43. Moreover, section 66-12 of the Procurement Code (Availability of Funds) requires that any procurement that is more than \$25,000 must appear in the budget detail before such procurement is initiated. The proposed contract with PSC is valued at approximately \$7.9 Million over five years. The City's budget must reflect the contracted amount prior to contract's execution. Furthermore, if the proposed contract exceeds any budgeted amounts for the City's security services by 10-percent or \$25,000, then an additional budget approval by the City Commission is required.

44. As more fully set forth above, the City's actions in issuing, then cancelling, the RFP for security services, then awarding a contract to a single-source provider were anti-competitive, erroneous, arbitrary, capricious, and illegally and improperly favored and were biased towards PSC over Plaintiff and others, resulting in a deprivation of a fair and unbiased opportunity for a contract award to which it is entitled under open and proper competitive procurement procedures.

45. Plaintiff Giddens is entitled to the full due process rights and procedures afforded under the City's Charter, Florida decisional law, and any applicable procurement law.

46. The City's actions with regard to the contract for security services has curtailed and prevented free, fair, and open competition in violation of the City Charter, City ordinances and Florida law. While public bodies have some discretion, they cannot act illegally arbitrarily, capriciously, or fraudulently. See, e.g., the landmark decision in Wester v. Belote, 103 Fla. 976, 138 So. 721 (Fla. 1931) (laws of this kind requiring contracts to be let to the lowest bidder are based upon public economy, are of great importance to the taxpayers, and ought not to be frittered away by exceptions; they serve the object of protecting the public against collusive contracts and prevent favoritism toward contractors by public officials and tend to secure fair competition upon equal terms to all bidders, they remove temptation on the part of public officers to seek private gain at the taxpayers' expense, are of highly remedial character, and should receive a construction always which will fully effectuate and advance their true intent and purpose and which will avoid the likelihood of same being circumvented, evaded, or defeated); Neel Mech. Contractors, Inc. v. Fla. Agric. & Mech. Univ., No. 99-3424BID (Fla. Div. Admin. Hr'gs Nov. 12, 1999) (rejecting restrictive sole-source specifications, reasoning that rebid was appropriate where the agency either intended to restrict the specifications to one product without complying with the requirements for a sole-source procurement or intended to permit more than one product, but such intent was

frustrated by the specification); Liberty County v. Baxter's Asphalt & Concrete, Inc., 421 So. 2d 505 (Fla. 1982); Marriott Corp. v. Dade County, 383 So. 2d 662 (Fla. 3rd DCA 1980) (City authority award overturned where award was contrary to charter and made solely because the contractor was a local man who would use local contractors and local labor and would patronize local supply houses was an error); City of Opa Locka v. Trustees of the Plumbing Industry Promotion Fund, 193 So. 2d 29 (Fla. 3rd DCA 1966) (where competitive bidding is required, any ordinance which unduly limits the number of bidders thus tending to increase the cost of the work is void); Hotel China & Glassware Co. v. Board of Public Construction of Alachua County, 137 So. 2d 78, 81 (Fla. 1st DCA 1961) (public authority may not arbitrarily or capriciously discriminate between bidders, or make award on basis of personal preference).

COUNT I
INJUNCTIVE RELIEF

47. Paragraphs 1-46 are incorporated herein by reference.

48. The City is required to engage in competitive solicitation for a contract for security guard services valued at more than \$50,000 unless it qualifies for an exception under Sec. 66-10 of the City's Procurement Code. A contract for security guard services does not fit any of the enumerated exceptions in section 66-10.

49. The City has awarded a single-source contract in violation of Sec. 66-64, which requires single-source contracts only be used if: (1) there is justification for a proposed single source from the user department, (2), a search for available sources is conducted, and (3) the procurement officer determines that only a single source is practicable or in the best interests of the City.

50. Here, none of these requirements have been or can be met.

51. There has been no basis for invoking a single-source contract.

52. Giddens will suffer irreparable harm if an injunction is not granted in that a contract may be finally awarded to PSC in clear violation of competitive bidding requirements and in violation of Giddens's clear legal rights under the Charter and other laws. Giddens will be deprived of entitlement or opportunity for a valuable \$7.9 Million contract with the City.

53. Giddens has no adequate remedy at law in that there is no available cause of action which would fully compensate Giddens for its losses if a contract is illegally awarded to PSC.

54. The public interest is served by enjoining an illegal award of a contract to PSC and in assuring fairness in public procurement proceedings. The City's Charter and procurement laws are designed to promote the public interest in legal, fair, and impartial competitive procurements, and will be violated by award of a no-bid single source contract to PSC.

55. Giddens has a clear legal right to injunctive relief and a strong likelihood of success on the merits of the issues raised in this Complaint.

WHEREFORE, Giddens respectfully requests that this Court enter its order and judgment and therein:

A. Grant a temporary injunction prohibiting the City from awarding a security services contract to PSC until the conclusion of a hearing to be held as to the merits and a permanent injunction;

B. Issue a permanent injunction preventing the City from awarding the contract to PSC unless a competitive procurement process is undertaken by the City as required by the City's Charter;

C. Require the City to reissue the RFP;

D. Grant Giddens costs of suit; and

E. Such other relief as the Court deems just and proper.

COUNT II
PETITION FOR WRIT OF MANDAMUS

56. Plaintiff re-alleges paragraphs 1-46 and 48-51 as if fully set forth herein.

57. This is an action for Alternative Writ of Mandamus.

58. For the reasons previously alleged, the City has a clear legal duty under its Charter to stop or rescind the intended award and contract, which was not competitively bid as required.

59. The legal duties of the City in these regards are indisputable and ministerial, and not discretionary. There is no room for the exercise of discretion, as the obligation and performance required are directed by the City's Charter unless special circumstances exist (which they do not) as specified in the City's Procurement Code.

60. Plaintiff Giddens has a clear right to a fair and competitive procurement process and standing and clear right to assert that the no-bid award and contract be stopped.

61. Despite Plaintiff's demands, the City has refused to discharge its legal duties and stop or rescind the intended award and contract.

62. Giddens has no adequate administrative remedy available, and in any event, exhaustion of administrative remedies is not required under the circumstances because the City has refused and continued to refuse Giddens' requests and demands.

63. Giddens has no adequate remedy at law.

WHEREFORE, Giddens respectfully requests that the Court enter its judgment and therein:

A. Grant a writ of mandamus directing the City to reissue the RFP for security services to the City.

B. Grant Giddens costs of suit; and

C. Grant such other relief as the Court deems just and proper.

COUNT III
DECLARATORY RELIEF

64. Giddens re-alleges paragraphs 1-46 and 48-51 as if fully set forth herein.

65. While there is a clear legal duty on the City to not award the contract to PSC (or rescind any award) and to reissue a RFP for the security services contract, the failure of the City to do so, along with its decision to award a noncompetitive contract for security services to PSC, creates a question as to the rights, status and other equitable or legal relations of the parties and whether relief can be claimed pursuant to section 86.011, Florida Statutes.

66. An actual controversy has arisen and now exists between Plaintiff and the City concerning their respective rights and duties.

67. Plaintiff desires a judicial determination of its rights and a declaration as to the illegality of the City's RFP and decision to award a single-source contract to PSC.

68. The City should be required to issue a competitive procurement to ensure a fair and open process for the security services contract.

WHEREFORE, Giddens respectfully requests that the Court enter a final declaratory judgment and therein:

A. Render a declaratory judgment directing the City to reject the award and any contract with PSC and re-issue a proper RFP for security guard services as required by law;

B. Grant Giddens costs of suit; and

C. Grant such other relief as the Court deems just and proper.

DATED this 13th day of September 2019.

Respectfully submitted,

Geoffrey D. Smith

GEOFFREY D. SMITH
Florida Bar Number: 499250
TIMOTHY B. ELLIOTT
Florida Bar Number: 210536
CORINNE T. PORCHER
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Exhibit A

(Listing of Responders to Each RFP)

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WEST PALM BEACH

Purchasing Department

City of West Palm Beach
401 Clematis Street, 3rd Floor
West Palm Beach, FL 33401
TEL: (561) 822-2100
FAX: (561) 822-1564

RFP No. 18-19-207

Security Guard Services

The following firms have submitted to the Procurement Office proposals on or before 3:00 PM, EST, on April 17, 2019. RFP was opened by Josephine Grosch

Total number of Respondent: 7

A & Associates, Inc.

951 Sansburys Way
West Palm Beach, FL 33411
Andrew Luchey, President
Tel: 561-533-5303
Evelyn Looney, Vice President
Tel: 561-815-9410
Email: luchey@associatestaffing.com

Excelsior Defense, Inc.

2660 5th Ave. North
St. Petersburg, FL 33713
Amanda Tassillo, Quality Control Manager
Tel: 727-527-9600
Cell: 727-900-2355
Email: atassillo@excelsiordefense.com

Chameleon Security Group

2300 Palm Beach Lakes Blvd.
West Palm Beach, FL 33409
Ansel Graham-Record, President
Tel: 561-927-7211
Email: ansel@chameleonsecuritygroup.com

Giddens Security Corporation

528 Edgewood Ave., South
Jacksonville, FL 32205
Adam Giddens, Chief Financial Officer
Tel: 904-384-8071
Email: agiddens@giddenssecurity.com

Project Manager Location:

610 25th Street
West Palm Beach, FL 33407
William Fitzpatrick, Southeast6 Florida Manager
Tel: 561-818-4649
Office: 561-328-8454
Email: wfitzpatrick@giddenssecurity.com

Guard-One Security

20 Mansell Court E., Suite 500
Roswell, GA 30076
Project Manager Location:
1660 Southern Blvd., Suite F
West Palm Beach, FL 33406
Ned Prusila, Regional Manager
Tel: 561-248-6721
Office: 561-328-8454
Email: ned.prusila@s-smg.com

Madison Security Group, Inc.

31 Kirk Street
Lowell, MA 01852
Project Manager Location:
1499 Forest Hill Blvd., Suite 114
West Palm Beach, FL 33406
Al Medeiros, Regional Manager
Tel: 561-441-6476
Office: 561-366-7505
Email: amedeiros@madisonsg.com

Professional Security Consultants

DBA Professional Security Concepts
11454 San Vicente Blvd.
Los Angeles, CA 90049
Shaul Maouda, Senior Vice President
Tel: 310-901-1219
Email: smaouda@pscsite.com

Project Manager Location:

700 South Rosemary Ave., Suite 200
West Palm Beach, FL 33401
Willie Perez, Regional Director
Tel: 561-402-2152
Email: wperez@pscsite.com



WEST PALM BEACH

Purchasing Department

City of West Palm Beach
401 Clematis Street, 3rd Floor
West Palm Beach, FL 33401
TEL: (561) 822-2100
FAX: (561) 822-1564

RFP No. 18-19-208

Unarmed Roving Security Ambassador Services

The following firms have submitted to the Procurement Office proposals on or before 3:00 PM, EST, on April 4, 2019. RFP was opened by: Josephine Grosch & Alex Quintero

Total number of Respondent: 10

American Guard Services, Inc.

1125 W. 190th Street
LA, CA 90248

Gerald A. Gregory, Executive V.P.

Email: jgregory@americanguardservices.com

Tel: 800-441-1808

Project Manager Location:

2550 Eisenhower Blvd. #326

Hollywood, FL 33316

Gerald A. Gregory, Executive V.P.

Email: jgregory@americanguardservices.com

Tel: 424-313-1521

Apogee Security & Investigation Services, LLC

677 N. Washington Blvd.

Sarasota, FL 34236

Gina India Medina, President/CEO

Tel: 941-893-4164

Email: gmedine@apogeesecurity.org

Chameleon Security Group

2300 Palm Beach Lakes Blvd.

West Palm Beach, FL 33409

Ansel Graham-Record, President

Tel: 561-927-7211

Email: ansel@chameleonsecuritygroup.com

Dias Protection Service LLC

1897 Palm Beach Lakes Blvd.

West Palm Beach, FL 33409

Patrick Dias, CEO

Tel: 561-339-8669

Office: 561-855-0703

Email: dpsnow6@gmail.com

Giddens Security Corporation

528 Edgewood Ave., South
Jacksonville, FL 32205
Adam Giddens, Chief Financial Officer
Tel: 904-384-8071
Email: agiddens@giddenssecurity.com

Project Manager Location:

610 25th Street
West Palm Beach, FL 33407
William Fitzpatrick, Southeast6 Florida Manager
Tel: 561-818-4649
Office: 561-328-8454
Email: wfitzpatrick@giddensscurity.com

Guard-One Security

20 Mansell Court E., Suite 500
Roswell, GA 30076

Project Manager Location:

1660 Southern Blvd., Suite F
West Palm Beach, FL 33406
Ned Prusila, Regional Manager
Tel: 561-248-6721
Office: 561-328-8454
Email: ned.prusila@s-smg.com

ISS Action, Inc.

158-12 Rockaway Blvd., Suite 200
Queens, NY 11434
Pamela Newman, CEO
Office: 718-978-3000
Email: pnewman@issaction.com

Project Manager Location:

2800 Airport Rd., Suite #2
Punta Gorda, FL 33982
Ralph Miranda, Program Manager
Tel: 941-205-3279
Email: rmiranda@issaction.com

Liege Security LLC

1615 S. Congress Ave., Suite 103
Delray Beach, FL 33445
Eric Robinson, President/Operations Manager
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Email: eric@liegesecurity.com
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Madison Security Croup, Inc.

31 Kirk Street
Lowell, MA 01852
Project Manager Location:
1499 Forest Hill Blvd., Suite 114
West Palm Beach, FL 33406
Al Medeiros, Regional Manager
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Office: 561-366-7505
Email: amedeiros@madisonsq.com

Professional Security Consultants
DBA Professional Security Concepts
11454 San Vicente Blvd.
Los Angeles, CA 90049
Shaul Maouda, Senior Vice President
Tel: 310-901-1219
Email: smaouda@pscsite.com

Project Manager Location:
700 South Rosemary Ave., Suite 200
West Palm Beach, FL 33401
Willie Perez, Regional Director
Tel: 561-402-2152
Email: wperez@pscsite.com

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Exhibit B

(Letter from April 18, 2019 Cancelling Both RFPs)

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WEST PALM BEACH

Purchasing Department

PROCUREMENT DEPARTMENT

401 Clematis Street, 3rd Floor

West Palm Beach, FL 33401

TEL: (561) 822-2100

FAX: (561) 822-1564

April 18, 2019

Via Email

To: All Proposers

Re: Cancellation of RFP
Request for Proposal (RFP) No.18-19-207, Security Guard Services and
RFP No. 18-19-208, Unarmed Roving Security Ambassador Services

Thank you for your proposal in response to the above referenced RFP.

The City is hereby cancelling RFP No. 18-19-207 and RFP No. 18-19-208 pursuant City Ordinance Sec. 66-70, Cancellation or Rejection of Procurement Solicitations. The cancellation of this solicitation is made without any liability or obligation on the part of the city or its employees.

The City hereby provides notice that it intends to re-issue the solicitation in near future. Accordingly, all proposals remain exempt from public records disclosure until such time that the City provides notice of an intended decision concerning the reissued solicitation, or until twelve months have elapsed, whichever occurs first, pursuant to Section 119.071(3), Fla. Stat.

Thank you for your continued interest in doing business with the City of West Palm Beach.

Sincerely,

Frank Hayden
Procurement Director

Cc: City Administration
City Attorney

Exhibit C

(Letter from September 9, 2019 to City Attorney)

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**SMITH
&
ASSOCIATES**
ATTORNEYS AND COUNSELORS AT LAW

September 9, 2019

Kimberly Rothenburg, City Attorney
City of West Palm Beach
P.O. Box 3366
West Palm Beach, Florida 33402-3366

By E-Mail Transmission
to: krothenburg@wpb.org

RE: Resolution No. 290-19
Security Services Agreement with Professional Security Corporation

Dear Ms. Rothenburg:

Our firm is the designated representative of Giddens Security Corporation ("Giddens"), a Florida entity which provides professional armed and unarmed security services to public and private clients throughout the state. We have serious concerns about Resolution No. 290-19, currently on the City Commission Consent Agenda for tonight's meeting. This Agenda item seeks the Commission's approval to dispense with the normal competitive procurement process and grant a five-year contract worth \$7.9 million to Professional Security Corporation. For the reasons stated herein, our client asks that the Commission table this item so that proper fact-gathering can occur before the Commission takes the extraordinary step of awarding a multi-year, multi-million dollar contract to one vendor without the opportunity to consider competing proposals that may save taxpayer dollars, and provide the best value to the City.

There is no documented reason to disregard the City's long-standing competitive procurement process. Giddens, as the current provider of unarmed security services to the City of West Palm Beach, was awarded the current contract after a normal competitive solicitation process among competing proposers. Giddens was awarded the contract in 2016 and the Contract is currently scheduled to terminate on September 30, 2019.

A new competitive procurement was initiated by the City on March 22, 2019, for a new contract period via a Request for Proposal (RFP #18-19-207). However, this RFP was abruptly halted on April 18th without explanation to the vendors who submitted responses. There was, also, no explanation why the City would award a "no-bid," single source contract to Professional Security Corporation after indicating to the public that the contract would be competitively procured. Vendors, including our client, incurred the time and expense to respond to a solicitation in good faith to RFP #18-19-207, and expect the City to, likewise, act in good faith.

The taxpayers of the City have the right to expect fair and honest dealing from their local government. The Florida Supreme Court long ago recognized that the purpose of competitive

bidding and solicitation of competing proposals is to protect the public against collusive contracts; to secure fair competition upon equal terms to all bidders; to remove, not only collusion, but temptation for collusion and opportunity for gain at public expense; to close all avenues to favoritism and fraud in its various forms; to secure the best values at the lowest possible expense; and to afford an equal advantage to all desiring to do business with the public authorities, by providing an opportunity for an exact comparison of bids. Wester v. Belote et al., 103 Fla. 976 (Fla. 1931). By entering into a single-source contract with Professional Security Corporation, the City is intentionally dismissing the safeguards of competitive procurement, which it had historically employed for these services.

We have received information which raises the potential that bias, favoritism, or collusion may have been involved in the decision to stop the competitive proposal process that was already underway for the new contract term. The City Commission should gather all of the facts before making a decision. We, therefore, urgently request the following from the City Commission:

1. Delay tonight's consideration of Resolution 290-19 by the Commission for two weeks to allow the parties time to gather all facts as to the genesis of the City's decision to enter a "no-bid" \$7.9 million-contract with a single vendor; and
2. Perform an internal investigation or audit to determine the facts surrounding the "no bid" decision including, but not limited to, a review and summary of communications made between Professional Security Corporation and any City Officials or staff; a review of any campaign contributions by Professional Security Corporation (and their directors, officers, and management employees) to elected City Officials; review the history of the security services contract for the City; a review and summary of any correspondence with Downtown Development Authority; an analysis of documentation of the alleged "problems and confusion" that are referenced in the memo to justify not using the normal procurement process.

Thank you for your assistance on this matter. If you have any questions, or need additional information, please do not hesitate to contact me.

Sincerely,


Timothy B. Elliott

Cc: City Commissioners, West Palm Beach, via email to
kshoaf@wpb.org
cneering@wpb.org
ryles@wbb.org

Ms. K. Rothenburg
Page 3

jpeduzzi@wpb.org
clambert@wpb.org

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