



**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
PMAM CORPORATION**

THIS AMENDMENT ("First Amendment"), dated _____, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

PMAM CORPORATION, a For Profit Corporation as listed with the Texas Division of Corporations, authorized to do business in the State of Florida, and with a business address of **5430 LBJ Freeway, Suite #370, Dallas TX 75240**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **June 4, 2021**, pursuant to Request for Proposals ("RFP") # PD-21-02, the Parties entered into the Agreement between the City of Pembroke Pines and PMAM Corporation ("Original Agreement") for False Alarm Billing and Collection Services for an initial **three (3) year period**, which will naturally expire on **June 3, 2024**; and,

WHEREAS the Original Agreement authorized the renewal thereof at the expiration of the initial term for **one (1)**, additional, **three (3) year** term evidenced by a written amendment; and,

WHEREAS the Parties desire to renew the term of the Original Agreement for a **three (3) year** period commencing on **June 4, 2024**, and naturally expiring on **June 3, 2027**, as set forth in this First Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement is hereby renewed for a **three (3) year** renewal period commencing on **June 4, 2024**, and naturally expiring on **June 3, 2027**.



SECTION 3. Scrutinized Companies. CONTRACTOR, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

3.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 **Definitions for this Section.**

4.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

4.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

4.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

4.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

4.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:



4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

SECTION 8. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

SECTION 9. This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid, and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:



Print Name: Jacob Horowitz
OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR FRANK C. ORTIS

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

BY: _____

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

PMAM CORPORATION

Signed By: 

Printed Name: Pankaj Kumar

Title: CEO



City of Pembroke Pines

**AGREEMENT BETWEEN CITY OF PEMBROKE PINES
AND PM AM CORPORATION**

THIS IS AN AGREEMENT (“Agreement”), dated the 2nd day of June, 2021
by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

PM AM CORPORATION, a Foreign For Profit Corporation, as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **5430 LBJ Freeway, Suite #370, Dallas, TX 75240** (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 CITY is in need of **false alarm billing and collection services** for CITY’s Police Department to promote the proper use of alarm systems and to reduce or eliminate dispatch requests for false alarms in accordance with CITY Code of Ordinances §134.05.

1.2 On **January 19th, 2021**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **false alarm billing and collection services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

RFP # PD-21-02
“False Alarm Billing and Collection Services”



- 1.3 On **February 16th, 2021**, the bids were opened at the offices of the City Clerk.
- 1.4 On June 2nd, **2021**, the CITY Commission awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into this Agreement with CONTRACTOR to render the services more particularly described herein below.
- 1.5 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

- 2.1 CONTRACTOR hereby agrees to provide **false alarm billing and collection services** ("Services"), as more particularly described in and in accordance with the Scope of Work outlined in the specifications, "**RFP # PD-21-02**", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to perform all services pursuant to this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.
- 2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.
- 2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor available to enforce these policies and procedures at the CONTRACTOR's expense.
- 2.4 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.
- 2.5 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.
- 2.6 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.



ARTICLE 3
TERM AND TERMINATION

3.1 CONTRACTOR shall perform the Services as identified in **Exhibit "A"** attached hereto and made part hereof for an initial **three (3) year** period commencing on the effective date of this Agreement and ending three (3) years thereafter.

3.2 This Agreement may be renewed for an additional **three (3) year period** upon mutual consent of the Parties, evidenced by a written amendment to this Agreement extending the term thereof.

3.3 **Post Contractual Obligations.** In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract for services.

3.4 **Termination for Convenience.** This Agreement may be terminated for convenience by CITY upon providing **thirty (30) days** of written notice to CONTRACTOR for such termination, in which event CONTRACTOR shall be paid compensation for services performed prior to the termination date, including services reasonably related to termination, and such amounts associated with the collection of outstanding accounts receivable billed prior to termination but which may be received by CONTRACTOR for a period of ninety (90) days thereafter. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.5 **Default by CONTRACTOR.** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

3.6 **Effect of Termination.**

3.6.1 Upon termination of Agreement, the CITY may require CONTRACTOR to provide all finished and/or unfinished data and other information of any kind possessed by CONTRACTOR in connection with the Services herein required. CONTRACTOR shall provide such information within a reasonable time period of receipt of the CITY's request and shall not exceed thirty (30) days.

3.6.2 All data relating to alarm permits shall be owned by the City. Upon termination of this Agreement, CONTRACTOR shall promptly deliver all data in MS-SQL format.

3.6.3 During all times during Agreement, CONTRACTOR shall retain all right and title to the application software. The CITY shall not acquire any ownership rights to the application software. The CITY acknowledges that this Agreement does not convey to CITY any intellectual property rights or right of ownership associated with the software utilized by CONTRACTOR to provide the Services herein required.



City of Pembroke Pines

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CITY hereby agrees to compensate CONTRACTOR for Services performed pursuant to this Agreement in accordance with **Exhibit "B"** attached hereto and made a part hereof by reference. CONTRACTOR shall be entitled to receive **TWENTY PERCENT (20%)** of monthly alarm program fees collected pursuant to CITY's Code of Ordinances §134.05 during the term of this Agreement. Furthermore, the costs associated with mailing and the credit card convenience fee shall be deducted from CITY's share of the revenue split as more particularly described in **Exhibit "B"**.

4.2 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.3 **Method of Billing and Payment.** The CITY shall within thirty (30) days, from the date the City's Finance Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Finance Director or his/her assignees.

Payment will be made to CONTRACTOR at:

PM AM Corporation
5430 LBJ Freeway, Suite 370
Dallas, TX 75240

ARTICLE 5
CHANGES IN SCOPE OF WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Services, as described in **Exhibit "A"**, to be provided under this Agreement. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its officers, employees, agents and instrumentalities from liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating



to performance of this Agreement and resulting from any negligent act and/or omission of CONTRACTOR, its employees, agents, partners, principals and subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

6.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

6.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

6.4 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

6.5 Notwithstanding any other provision of this Agreement to the contrary, in no event shall CONTRACTOR be liable for damages attributable to its actions or inactions or its subcontractor's actions or inactions with respect to the services required here under, whether for indemnification or otherwise, in excess of the sum of (i) any insurance proceeds actually received by CONTRACTOR or paid by CONTRACTOR's insurance carrier directly to the CITY related to the claim which is the subject of the indemnification obligation of CONTRACTOR, plus (ii) the fees received by CONTRACTOR under this Agreement during the six (6) months immediately preceding the act or omission that generated CONTRACTOR's indemnification obligation hereunder.

ARTICLE 7 **INSURANCE**

7.1 CONTRACTOR shall indemnify and hold harmless the CITY, its elected and appointed officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of the work or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

7.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.



7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

7.6.2 Workers' Compensation and Employers' Liability Insurance covering all



employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption for CITY to exempt CONTRACTOR.

Yes No

- 7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

- * 7.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

- 7.6.4 Umbrella/Excess Liability Insurance in the amount of \$2,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No



* 7.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No

* 7.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years).* **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

* 7.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

* 7.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

* 7.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this



Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- * 7.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- * 7.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)* **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- * 7.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

- * 7.6.13 Other Insurance



7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 7.7.2 Waiver of all Rights of Subrogation against the CITY.
- 7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

7.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

7.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 8

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.



ARTICLE 9
INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, Federal, or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10
AGREEMENT SUBJECT TO FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 11
UNCONTROLLABLE FORCES

11.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the



circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12
GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 13
SIGNATORY AUTHORITY

CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 14
DEFAULT OF CONTRACT & REMEDIES

14.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

14.2 **Correction of Services.** If, in the judgment of CITY, services provided by CONTRACTOR do not conform to the requirements of this Agreement, or with the standards customarily adhered to by contractors practicing in the same field of services, CITY reserves the right to require that CONTRACTOR correct all deficiencies without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of services.

14.3 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

14.3.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

14.3.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of CITY's designee.

14.3.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall



not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

14.3.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

14.3.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

14.4 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of this Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

14.4.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONTRACTOR.

14.4.2. CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR together with the costs incident thereto to such default.

14.4.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

14.4.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 15



BANKRUPTCY

It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 16
MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 17
DISPUTE RESOLUTION

17.1 Operations During Dispute.

17.1.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

17.1.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

17.1.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 18
PUBLIC RECORDS

18.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

18.1.1 Keep and maintain public records required by the CITY to perform the service;



18.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

18.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

18.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement and the CITY shall enforce the default in accordance with the provisions set forth herein.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 19
SCRUTINIZED COMPANIES**

19.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended,



a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

19.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

19.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

19.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20
EQUAL BENEFITS FOR EMPLOYEES

20.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY’s Code of Ordinances and certifies that CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY’s Code of Ordinances.

20.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees’ spouses in traditional marriages.

20.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR’s records pertaining to its benefits policies and its employment policies and practices.

20.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic



Partners and all Married Couples”.

If CONTRACTOR has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONTRACTOR’s duties pursuant to this Agreement, contact Human Resources at (954) 954-392-2092 or drotstein@ppines.com.

20.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

ARTICLE 21
EMPLOYMENT ELIGIBILITY

21.1 **E-Verify.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

21.1.1 **Definitions for this Section.**

21.1.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

21.1.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

21.1.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

21.1.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

21.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

21.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

21.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and



21.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 22

MISCELLANEOUS

22.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

22.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

22.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

22.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.



22.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

22.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

22.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

22.11 **Entire Agreement and Conflicts.** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

22.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

22.13 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

22.14 **Protection of CITY Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

22.15 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS:



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

MARLENE GRAHAM June 4, 2021
MARLENE D. GRAHAM, CITY CLERK

BY: [Signature]
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

[Signature]
Print Name: SAMUEL D. GORER
OFFICE OF THE CITY ATTORNEY
6/3/21

DocuSigned by:
BY: Charles F. Dodge June 4, 2021
CHARLES F. DODGE, CITY MANAGER

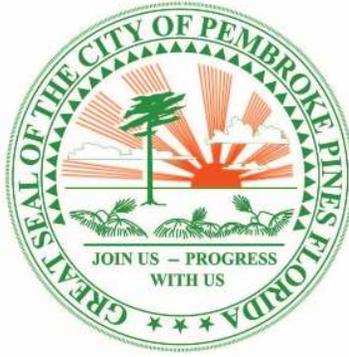
CONTRACTOR:

PM AM CORPORATION

Signed By: [Signature]

Name: Pankaj Kumar

Title: Chief Executive Officer



False Alarm Billing and Collection Services

Request for Proposals # PD-21-02

General Information		
Contract Term	This contract shall be for an initial three year period with one additional three-year renewal term.	See Section 1.4
Evaluation of Proposals	Evaluation Committee	See Section 1.7
Pre-Bid Meeting	Not Applicable	Not Applicable
Question Due Date	February 1, 2021	See Section 1.8
Proposals will be accepted until	2:00 p.m. on February 16, 2021	See Section 1.8
5% Proposal Security / Bid Bond	Not Applicable	Not Applicable
100% Payment and Performance Bonds	Not Applicable	Not Applicable
Grant or Federal Funding Information	Not Applicable	Not Applicable

THE CITY OF PEMBROKE PINES
PURCHASING DIVISION
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020



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Attachment C: Proposer’s Qualifications Statement

Attachment D: Sample Insurance Certificate

Attachment E: Specimen Contract - **Contractual Services Agreement**

Attachment F: References Form

Attachment G: Pembroke Pines Code of Ordinances Section 134.05 “Police False Alarms”

Attachment H: Summary of Previous Alarms and Revenue



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

RFP # PD-21-02 “False Alarm Billing and Collection Services”

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the www.BidSync.com website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at purchasing@ppines.com. The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the “Ask a Question” option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the “Question Due Date” stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., February 16, 2021. Proposals must be submitted electronically at www.BidSync.com. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk’s Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

At the time of writing this notice, the City will not be opening up the physical location for public access as **City offices are closed to the public**, due to the COVID-19 Coronavirus Pandemic.

As a result, meetings may be a combination of in-person and virtual, all as provided by law. **In any event, the public is encouraged to attend the bid opening process virtually in lieu of attending the meeting in person.**



Bid openings for this project will be live-streamed from the City Clerk’s Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date**.

While recognizing the importance of public accessibility to the bid openings, and considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to view the bid opening process in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>, to view and listen to the meeting, however please make sure to mute your phone/microphone/device’s audio and camera as the **public may attend the meeting but will not be allowed to comment or participate in the proceedings.**

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Benedit, Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
954-518-9022
purchasing@ppines.com

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to implement and collect false alarm fees and fines pursuant to the City’s Code of Ordinances, and in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2.1 BACKGROUND

The City of Pembroke Pines Ordinance #1648 was enacted to reduce the amount of false alarms dispatched to police officers. The Ordinance amended section 134.05 of the City’s Code of Ordinances titled “Police False Alarms” (**Attachment G**). The ordinance requires all residential and commercial alarm users to be registered with the City of Pembroke Pines Police once every 12 month period, which begins on January 1st and ends on December 31st of every year. The ordinance also implements a warning for the



first two false alarms and a fine of \$100 dollars for any third or subsequent false alarms during the 12-month alarm period. A false alarm is defined by ordinance as the activation of an alarm system for any reason other than an unauthorized entry such as mechanical failure, malfunction, improper installation, weather related, or an action or omission of the owner or lessee of an alarm system or is his employees or agents.

1.3 SCOPE OF WORK

Implement all aspects of false alarm billing and collection for the Police Department and related services including, but not limited to:

- Process new and renewal applications for alarm users via mail and online.
- Maintain records of alarm users operating in the City.
- Extract records that indicate locations of false alarms.
- Justify which false alarms are billable, the rate at which each alarm is billable, and total amount of fee to be levied for each location.
- Issue bills monthly to alarm users. Bills must include delinquent addresses and billable amounts for each address.
- Identify and provide notice to alarm users that have a delinquent account by 30 days.
- Report to the City those alarms users that have a delinquent account by 30 days.
- Provide customers with the ability to make payments online.
- The City will utilize its current bank to process payments via a lockbox and all funds collected will be deposited into a dedicated account. Online payments will also be directed to this dedicated account.
- Respond to citizen complaints about lack of service to an alarm address.
- Respond to miscellaneous citizen complaints or concerns regarding the false alarm billing collection and related services.
- Provide a mechanism for actively notifying customers regarding overpayments and refunds due. Vendor shall also initiate the refund process.
- Assist the City in addressing appeals filed by alarm users.
- Other related responsibilities to ensure proper administration of the program in its entirety.
- The proposer shall be the point of contact for alarm users and shall handle all customer correspondence related to the program.
- All templates for correspondence must be preapproved by the City prior to use.
- The proposer shall conduct at their cost a promotional campaign at the beginning of the contractual period to educate the public regarding the service. The promotional campaign may include radio and television public service announcements, billboards, print advertisements, television interviews, newsprint articles and other vehicles for promoting the usefulness of the City of Pembroke Pines False Alarm Ordinance. The campaign shall include assertion that Police response to false alarm are a costly misuse of taxpayer money and a major public safety concern because false alarms divert police officers from real emergencies and delay the response time for more critical calls.
- The proposer shall supply hardware, software and all services necessary, including postage, to establish and provide the false alarm billing and collection service. The computer system



shall produce various notices including violations, and maintain supplies and services including but not limited to:

- Hardware/software to maintain all data in reference to this proposal
- Supply personnel to perform all pertinent duties under this proposal; and
- The selected Proposer shall coordinate with and supply the City all necessary equipment, materials, personnel and services.

Projected Organization and Staffing:

- The proposer must provide an adequate level of staffing to ensure the successful completion of the project in the required time frame. The proposer should possess the necessary skills and certifications for the roles they are filling.
- The proposer must name a project manager who will be available for the duration of the project. The individual must have the deepest experience in managing projects of this nature.
- All individuals proposed for this project must have experience performing the role. Education may not be substituted for the required experience.
- The proposer must agree to be the primary contractor on this project and must guarantee the performance and delivery of all tasks, goods and services under this contract regardless of the number of subcontractors.
- Any subcontractors utilized will need to be pre-approved by the City.

1.4 CONTRACT TERM

The initial term of the contract is for a period of three (3) years with an option for one (1) three (3) year renewal subject to written approval by both parties.

1.4.1 CONTRACT PAYMENT

The City of Pembroke Pines shall remit to vendor, on a monthly basis, funds due per the contract.

1.5 PROPOSAL SUBMISSION

The www.bidsync.com website allows for vendors to complete, scan and upload their documents as part of the bidder's submittal on the website. Proposals should be formatted as follows:

Title Page:

List the following:

Subject: **RFP # PD-21-02 "False Alarm Billing and Collection Services"**

1. Date
2. Name of the Firm



3. Contact Person (including title) authorized to represent your firm
 - i. Note: This contact person shall also be listed on **Attachment A: Contact Information Form**
4. Telephone Number
5. Email Address

Table of Contents:

Include a clear identification of the material included in the proposal by tab number and page number.

Letter of Interest:

Limit to two (2) pages.

1. Attach a letter of interest that explains your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm including:
 - a. Include the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc.
 - b. Include the location from which services will be provided. If services will be performed by different offices provide a location for each.
 - c. Summary of abilities and experience of the firms' professional personnel
 - d. Summary of past performance of the firm on similar projects
 - e. Recent, current, and projected workload of the firm, and availability and access to the firms' top level management personnel.

1.5.1 Proposal Requirements

Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

Tab 1 - Experience and Ability (25 points):

The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the team and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff. Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.

1. Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects.



2. A minimum of two (2) years of experience. Please provide proof of such experience.
3. The firm or persons must provide information on their proximity to and familiarity with the area in which the project is located.
4. Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills.
5. Identify the contact person and supervisory personnel who will work on the various projects, including the relative experience of all professionals proposed for use on the team.
6. Provide resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work.
7. Resumes should list qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members.

Tab 2 - Previous Experience (25 points):

Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications. Details should include the following:

1. **Attachment F: References Form**

Tab 3 - Firm's Understanding and Approach to the Work (20 points):

The understanding that the applicant and consultants demonstrate as to the requirements and needs of the project, including an evaluation of the thoroughness demonstrated in analyzing and investigating the scope of the project.

1. Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.
2. Please clearly describe all aspects of the project proposed.
3. Include details of your approach and work plans.
4. Identify any issues or concerns of significance that may be appropriate.
5. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.



Tab 4 – Project Cost (25 points):

1. Attachment A: Contact Information Form

- a. Attached is contact information form (**Attachment A**) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal.
- b. The vendor must provide their pricing through the designated lines items listed on the BidSync website.
- c. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.
- d. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
- e. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.
- f. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.

Tab 5 – Other Completed Documents:

1. Attachment B: Non-Collusive Affidavit
2. Attachment C: Proposer's Qualifications Statement

1.5.2 Additional Information

Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

1.6 VENDOR REGISTRATION AND QUALIFICATION DOCUMENTS

The City has implemented a new process that is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will require vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project.



Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

These forms will be found under the “Vendor Registration” group of “Qualifications” on the BidSync website for the City of Pembroke Pines. Please note that the BidSync website requires bidders to complete all of these qualifications prior to being able to submit questions on any bids, therefore, please make sure to complete this information as soon as possible.

The following documents can be completed prior to the bidding process through the BidSync website and do not need to be attached to your submittal as the BidSync website will automatically include it.

1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)

- a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

1.6.3 Sworn Statement on Public Entity Crimes Form

1.6.4 Local Vendor Preference Certification

- a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines
- b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.
- c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors’ qualifications.

1.6.5 Local Business Tax Receipts

1.6.6 Veteran Owned Small Business Preference Certification

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the “Determination Letter” from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for



Veteran Owned Small Business Preference based on their sub-contractors' qualifications.

1.6.7 Equal Benefits Certification Form

1.6.8 Vendor Drug-Free Workplace Certification Form

1.6.9 Scrutinized Company Certification

1.6.10 E-Verify System Certification Statement

- a. Effective January 1, 2021, pursuant to Section 448.095, Florida Statutes, the City may not enter into a contract with a vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E-Verify system administered by the U.S. Department of Homeland Security (“DHS”).
- b. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFP. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**
- B. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria

Criteria	Points
Experience and Ability	25 points
Previous Experience	25 points
Firm’s Understanding and Approach to the Work	20 points
Project Cost	25 points
Local Vendor Preference/ Veteran Owned Small Business Preference*	5 points
Total Points	100 points

**Please note that the Local Vendor Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of five (5) points of the total evaluation point shall be given to the Local Pembroke Pines Vendor(s); a*



preference of two and a half (2.5) points of the total evaluation point shall be given to the Local Broward County Vendor(s), all other vendors shall receive zero (0) points. Vendors must submit the attached Local Vendor Preference Certification Form in order to qualify for these evaluation points.

Veteran Owned Small Business (VOSB) is also used to evaluate the submittals received from proposers and are assigned point totals, a preference of two and a half (2.5) points of the total evaluation point shall be given to the Veteran Owned Small Businesses. Vendors must submit the attached Veteran Owned Small Business Preference Certification Form in order to qualify for these evaluation points.

All other vendors shall receive zero (0) points.

- C. The Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. In addition, the Evaluation Committee may schedule a meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.
- D. The Evaluation Committee will make a recommendation to the City Commission for award of contract. The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.

1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	January 19, 2021
Question Due Date	February 1, 2021
Anticipated Date of Issuance for the Addenda with Questions and Answers	February 4, 2021
Proposals will be accepted until	2:00 p.m. on February 16, 2021
Proposals will be opened at	2:30 p.m. on February 16, 2021
Evaluation of Proposals by Evaluation Committee	March, 2021
Recommendation of Contractor to City Commission award	April, 2021

1.9 SUBMISSION REQUIREMENTS



Bids/proposals **must be submitted electronically** at www.bidsync.com on or before 2:00 p.m. on February 16, 2021.

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

The vendor must provide their pricing through the designated lines items listed on the BidSync website. In addition, the vendor must complete any webforms on the BidSync website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.



SECTION 2 - INSURANCE REQUIREMENTS

2.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

2.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

2.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

2.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

2.6 REQUIRED INSURANCE



CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓ 2.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

✓ 2.6.2 Workers’ Compensation and Employers’ Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers’ Compensation Insurance for all the latter’s employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers’ Compensation Insurance with limits of liability no less than:

1. Workers’ Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.



Yes No

2.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

- 1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
- 2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
- 3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

2.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

2.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **\$1,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No



- * 2.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR’s completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- * 2.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer’s or third person’s computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- * 2.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY’s premises, a third-party fidelity coverage extension shall apply.

Yes No

- * 2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the



later of three (3) years after the delivery of goods/services or final payment of this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- * 2.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- * 2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- * 2.6.12 Builder’s Risk Insurance shall be “All Risk” for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder’s Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder’s Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR’s Builder’s Risk Insurance or for the CITY to purchase its own Builder’s Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder’s Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR’s coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR’s Builder’s Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder’s Risk Coverage on the project, the CONTRACTOR shall provide the CITY



with a change order deduct for all premiums and costs associated with the Builder’s Risk insurance in their schedule. Should the CITY choose to utilize the CITY’s Builder’s Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

2.6.13 Other Insurance

2.7 REQUIRED ENDORSEMENTS

- 2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 2.7.2 Waiver of all Rights of Subrogation against the CITY.
- 2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 2.7.4 CONTRACTOR’s policies shall be Primary & Non-Contributory.
- 2.7.5 All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the CITY.
- 2.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

2.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

2.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

2.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

3.2 CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

3.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync will be the only official method whereby changes will be made.

3.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the “**Ask a Question**” option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the “**Question Due Date**” stated in the solicitation. Questions received after “**Question Due Date**” shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact their BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Division at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.



Bidder warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor's responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and

highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

3.10 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

3.11 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

3.12 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

3.13 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

3.14 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that



the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

3.15 COPYRIGHT OR PATENT RIGHTS

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

3.16 PUBLIC ENTITY CRIMES

“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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 from the date of being placed on the convicted vendor list.”

The Public Entity Crime Affidavit Form, attached to this solicitation, includes

documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

3.17 CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer 's firm or any of its branches or affiliate companies.

3.18 FACILITIES

The City reserves the right to inspect the Bidder's facilities at any time with prior notice.

3.19 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify



CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

3.20 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

3.21 MANUFACTURER’S CERTIFICATION

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync

website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- (a) Open the sealed bids at a public meeting.



- (b) Announce at that meeting the name of each bidder and the price submitted in the bid.
- (c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for **“construction or repairs on a public building or public work”** the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

3.24 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

3.25 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City’s Code of Ordinances.

3.26 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to,

reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City’s rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

3.27 DEFAULT PROVISION



In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B. Failure to begin the Work under this Bid within the time specified.
- C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.
- D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.
- E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

3.28 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Local Government Prompt Payment Act.

3.30 SCRUTINIZED COMPANIES LIST

In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

- (a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or



(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

The Proposer’s response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 (“Public Records Law”). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer’s response to the solicitation purporting to require confidentiality of any portion of the Proposer’s response to the solicitation, except to the extent that certain information is in the City’s opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other

information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (“Public Records Laws”), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer’s response to the solicitation constitutes a Trade Secret.

Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a “public works” project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BIDSYNC WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city’s determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city’s officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city’s treatment of records as public records.



3.32 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

3.33 CONE OF SILENCE

Prohibited Communication: In accordance with the Cone of Silence Ordinance, Section 35.40 of the City’s Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and

(2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager

regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

Effective Dates: A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive solicitation, or takes other action which ends the sealed competitive solicitation process.

Permitted communication: The cone of silence shall not apply to:

(1) Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.

(2) Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.

(3) Contract negotiations with the selected entity.

Violations: Any action in violation of this section shall be cause for disqualification of the bid or the proposal.



CONTACT INFORMATION FORM

IN ACCORDANCE WITH PD-21-02 titled “False Alarm Billing and Collection Services” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder’s submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY:

STREET ADDRESS:

CITY, STATE & ZIP CODE:

PRIMARY CONTACT FOR THE PROJECT:

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

AUTHORIZED APPROVER:

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

SIGNATURE:

B) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.5 “Proposal Requirements” of the bid package?

Attachment A - Contact Information Form	Yes <input type="checkbox"/>
Attachment B - Non-Collusive Affidavit	Yes <input type="checkbox"/>
Attachment C - Proposer’s Completed Qualification Statement	Yes <input type="checkbox"/>
Attachment F - References Form	Yes <input type="checkbox"/>

Did you make sure to update the following documents found under the “Vendor Registration” group of “Qualifications” on the BidSync website for the City of Pembroke Pines?

Vendor Information Form	Yes <input type="checkbox"/>
Form W-9 (Rev. October 2018)	Yes <input type="checkbox"/>
Sworn Statement on Public Entity Crimes Form	

	Yes <input type="checkbox"/>
Local Vendor Preference Certification	Yes <input type="checkbox"/>
Local Business Tax Receipts	Yes <input type="checkbox"/>
Veteran Owned Small Business Preference Certification	Yes <input type="checkbox"/>
Equal Benefits Certification Form	Yes <input type="checkbox"/>
Vendor Drug-Free Workplace Certification Form	Yes <input type="checkbox"/>
Scrutinized Company Certification	Yes <input type="checkbox"/>

C) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

Base Option:

Item #	Item Description	Total Cost
1)	Percentage of the fee requested to be paid to the proposer as a portion of the revenue collected	Price to be Submitted Via BidSync



NON-COLLUSIVE AFFIDAVIT

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.

Printed Name/Signature

Title

Name of Company



PROPOSER’S QUALIFICATIONS 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:

PROPOSER’S License Number:

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

Number of years your organization has been in business

State the number of years your firm has been in business under your present business name

State the number of years your firm has been in business in the work specific to this solicitation:

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

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

At what address was that business located?

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Have you ever failed to complete work awarded to you. If so, when, where and why?

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

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.

(Company Name)

(Printed Name/Signature)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY])

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE

INSURER A:
INSURER B.
INSURER C.
INSURER D.
INSURER E.

Companies providing coverage

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	Must Include General Liability			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	SAMPLE CERTIFICATE											
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

Certificate must contain wording similar to what appears below

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Pembroke Pines
601 City Center Way
Pembroke Pines FL 33025

City Must Be Named as Certificate Holder

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE POLICY CANCELLATION SHALL BE IN WRITING AND SHALL BE MAILED 30 DAYS WRITTEN LEFT.

AUTHORIZED REPRESENTATIVE



CONTRACTUAL SERVICES AGREEMENT

THIS IS AN AGREEMENT (“Agreement”), dated the _____ day of _____, «Contract_Signature_Year» by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

«Vendor_Name_Upper_Case», a «Vendor_Business_Type», as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of «Vendor_Address_Line_1», «Vendor_Address_Line_2» (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On «Solicitation_Advertisement_Date», the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide «Service_Description» as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

«Solicitation_Type_Abbreviation» # «Solicitation_Number»
“«Solicitation_Title»”

1.2 On «Bid_Opening_Date», the bids were opened at the offices of the City Clerk.



1.3 On «**Commission_Award_Date**», the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the «**Service_Description**», as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, "«**Solicitation_Type_Abbreviation**» # «**Solicitation_Number**»", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the «**Service_Description**», as more specifically described in **Exhibit A**.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.



2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

ARTICLE 3

TERM AND TERMINATION

3.1 CONTRACTOR shall perform the maintenance services associated with the Property as identified in **Exhibit “A”** attached hereto and made part hereof, for an initial **«Initial_Contract_Length»** period commencing on **«Commencement_Date»** and ending on **«Termination_Date»**.

3.2 This Agreement may be renewed for **«Contract_Renewal_Terms»** upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 *Post Contractual Obligations:* In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract for services.

3.4 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon **«Termination_for_Convenience»** of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.5 *Default by CONTRACTOR:* In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 Based on a **«Compensation_Type»** **«Compensation_Amount_Written»** (**«Compensation_Amount_Numerical»**), which includes an owner’s contingency fee of **«Contingency_Fee_Written»** (**«Contingency_Fee_Numerical»**), payable in monthly payments for actual services performed for maintenance services. Future price adjustments, up or down shall be



based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 **Method of Billing and Payment.**

4.4.1 The CITY shall within thirty (30) days, from the date the City's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Public Services Director or his/her assignees.

4.4.2 Payment will be made to CONTRACTOR at:

«Vendor_Name»
«Vendor_Address_Line_1»
«Vendor_Address_Line_2»

ARTICLE 5
CHANGES IN SCOPE OF WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
RESERVED

ARTICLE 7
INDEMNIFICATION

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, consultants, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance



of the work or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

7.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

7.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

7.4 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 8 **INSURANCE**

8.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

8.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.



8.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.6 REQUIRED INSURANCE

8.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.

8.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident



\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

8.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

8.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

8.6.5 Sexual Abuse may not be excluded from any policy.

8.7 REQUIRED ENDORSEMENTS

8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein

8.7.2 Waiver of all Rights of Subrogation against the CITY

8.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY

8.7.4 CONTRACTORs' policies shall be Primary & Non-Contributory

8.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY

8.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

8.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

8.9 Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of



such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 9

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

9.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 10

INDEPENDENT CONTRACTOR

10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.



ARTICLE 11
UNCONTROLLABLE FORCES

11.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12
AGREEMENT SUBJECT TO FUNDING

12.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 13
GOVERNING LAW AND VENUE

13.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 14
SIGNATORY AUTHORITY

14.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 15
MERGER; AMENDMENT

15.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.



ARTICLE 16
DEFAULT OF CONTRACT & REMEDIES

16.1.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

16.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, FIVE HUNDRED DOLLARS (\$500.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

16.1.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

16.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

16.2.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

16.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

16.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.



16.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

16.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

16.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

16.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

16.3.2. If such Surety fails to perform, the CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

16.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

ARTICLE 17 **BANKRUPTCY**



17.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 18 **DISPUTE RESOLUTION**

18.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

Operations During Dispute.

18.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

18.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

18.2.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 19 **PUBLIC RECORDS**

19.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

19.1.1 Keep and maintain public records required by the CITY to perform the service;



19.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

19.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

19.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

19.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 16**.

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 AT

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 20
MISCELLANEOUS**

20.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

20.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the



rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

20.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

20.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

20.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

20.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY Charles F. Dodge, City Manager
 City of Pembroke Pines
 601 City Center Way
 Pembroke Pines, Florida 33025
 Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney



Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Contractor «Vendor_Contact_Title»
 «Vendor_Name»
 «Vendor_Address_Line_1»
 «Vendor_Address_Line_2»
E-mail: «Vendor_Email»
Telephone No: «Vendor_Phone_Number»
Cell phone No: «Vendor_Cell_Number»
Facsimile No: «Vendor_Fax_Number»

20.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

20.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

20.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

20.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

20.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR’s bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

20.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.



20.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

20.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

20.15 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

20.16 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

20.17 **Compliance with Statutes.** It shall be the Contractor's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable; **specifically the Jessica Lunsford Act – Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or contractors with a Florida public school or district.**

20.18 **Additional Background Screening Requirements.** In addition, to any other background screening requirements that may be required in this Agreement and/or by statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies, the CONTRACTOR shall ensure that all employees that are providing services to the CITY, shall complete and pass a **Level II background check.**

20.19 **Scrutinized Companies.** CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

By: _____
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

Name: _____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

«Vendor_Name_Upper_Case»

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of «Vendor_Name», a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of «Vendor_Name» for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, «Contract_Signature_Year».

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

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Telephone: Fax:

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Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

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Telephone: Fax:

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Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

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Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

Attachment G: Pembroke Pines Code of Ordinances Section

§ 134.05 POLICE FALSE ALARMS.

(A) Declaration of intent. The intent of this section is to encourage alarm users and alarm businesses to maintain operational reliability, to promote the proper use of alarm systems and to reduce or eliminate dispatch requests for false alarms.

This section governs systems intended to summon police to require permits to establish fees, to provide penalties for violations, to establish a system for the administration and to establish criteria for limited response to alarms.

(B) Definitions. As used in this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ALARM BUSINESS. Any business operated by a person for a profit which engages in the activity of altering, installing, leasing, maintaining, repairing, replacing, selling, monitoring, servicing or responding to an alarm system, or which causes any of these activities to take place.

ALARM COORDINATOR. A person or persons selected by the Chief of Police to administer, control and review alarm applications, permits and false alarm notifications and to provide technical assistance to alarm users in preventing false alarms from their systems.

ALARM PERIOD. The designated 12-month period of January 1 to December 31 of each year.

ALARM SYSTEM. Any mechanical or electrical device sold or installed, which is designed for use for the detection of an unauthorized entry into a building, structure, facility or enclosed area, or for alerting others of unauthorized entry, or any other crime or fire emergency and which emits sound or transmits a signal or message when activated.

ALARM USER. The person(s), firm, partnership, corporation, association, organization, company or other entity that owns the premises on which the alarm system is maintained, or the lessee of the premises, if the lessee is legally responsible for the operation and maintenance of the alarm system.

APPLICANT. Any person, firm, corporation, partnership or other entity using an alarm system and which submits the required registration to the city.

FALSE ALARM. The activation of an alarm system for any reason other than an unauthorized entry, such as mechanical failure, malfunction, improper installation, weather related, or an action or omission of the owner or lessee of an alarm system or of his employees or agents.

LIMITED RESPONSE. That the Police Department may respond only to verified emergencies, i.e., crime in progress, panic button, silent alarm, call from person on-site or alarm company to report a crime.

RESPONSE FEE. Those expenses incurred by the city whenever the city dispatches personnel and equipment to the premises of a false alarm.

(C) Registration of alarm system.

(1) Required registration.

(a) Before placing an alarm system into operation, every alarm user shall register the alarm system for each alarm system the user operates in the city. Applications to register an alarm system shall be made on forms provided by the Police Department. An incomplete application form shall be returned to the applicant for completion within 30 calendar days during which time the system shall be considered unregistered.

(b) The alarm system shall be installed pursuant to division (C)(5) below related to alarm permit. If the alarm system has been installed without a permit, the applicant shall have 30 calendar days to secure the required permit. If the applicant does not secure the required permit, the alarm user is subject to penalties pursuant to division (C)(5) below.

(c) Alarm systems shall be registered on an annual basis by the alarm user, to ensure that the alarm user certifies that the registration information maintained in the city's records is correct. The registration shall be effective for the period of January 1 to December 31 of each calendar year. If the city responds to an alarm call that has not been registered, the city shall allow 30 days for the alarm to be registered. If not registered within 30 days from that date, a \$50 fine will be assessed against the user.

(d) Alarm users having more than one alarm system, protecting two or more separate structures, shall be required to register each alarm separately for each structure, unless the structures are protected by the same alarm system.

(e) The individual or entity that procures the alarm system and engages an alarm service provider shall be responsible for compliance with this section.

(2) Registration procedures.

(a) Registration forms will be available at the Police Department. The application form shall require the applicant to provide the following information, which includes, but is not limited to:

Attachment G: Pembroke Pines Code of Ordinances Section

1. The name, address and telephone number of the applicant's property to be serviced by the alarm and the name, address and telephone numbers of the person who will be responsible for the proper maintenance and operation of the alarm system and payment of fees and fines assessed under this section of the code.
 2. The name, address and telephone number of the applicant, if different from the property to be serviced.
 3. The name, address and telephone number of the alarm user, if different than the applicant. In the event that the applicant or alarm user is a corporation, the president of the corporation shall be listed.
 4. The make and type of alarm.
 5. Whether the alarm is for residential or for nonresidential use; if for nonresidential use, the applicant shall attach sufficient documentation to ascertain compliance with UL (Underwriter's Laboratories), FM (Factory Mutual) standards or all other appropriate licenses and certificates for burglary testing and installation.
 6. The name, address and telephone number of the alarm business maintaining and/or monitoring the alarm, if any, if different from the business installing the alarm.
 7. The names, addresses and telephone numbers of no less than two key-holders, persons or entities to be contacted in the event of an alarm, who have access to the premises for emergencies or when multiple alarms occur within a 24-hour period or for resetting or shutting off the alarm should the alarm be false.
 8. The applicant shall be required to acknowledge that they have read and understand the requirements of this section.
 - (b) In the event that the user of the registered alarm changes, the new user shall register the alarm with the Police Department.
- (3) Requirements for alarm permit.
- (a) It shall be unlawful for a person, firm, corporation, partnership or other entity to install or maintain an alarm in operational order unless it first obtains a permit to install the alarm from the city's Building Division, Department of Public Works.
 - (b) In addition to satisfactory completion of the registration required pursuant to this section:
 1. A new installation of an alarm system at a nonresidential location shall be registered only if it is demonstrated that the alarm system has been installed by an alarm business and only if the installation is of equipment approved and listed by UL (Underwriter's Laboratories) or FM (Factory Mutual) standards and has received all other appropriate licenses and certificates for burglary and testing installation.
 2. An existing alarm in a nonresidential location shall be registered only if it is demonstrated that the alarm has been inspected and validated by an alarm business and only if the alarm has been certified by an alarm business that the alarm meets or exceeds UL (Underwriter's Laboratories) or FM (Factory Mutual) standards for burglary testing or installation.
 3. The alarm system has the capacity to prevent false alarms by the use of a backup power supply.
 4. Every audible alarm system installed by a licensed contractor shall have a device to automatically terminate the audible signal within 15 minutes of activation.
- (4) Penalties. Alarm without permit, unregistered alarm or expired alarm registration.
- (a) It is hereby determined that the occurrence of an alarm caused by an alarm system for which no permit has been issued, no registration is filed or the registration has expired, is a violation of this section.
 - (b) The fine for an alarm without a permit issued and which user does not receive a permit within 30 days after notification for the first alarm response shall be \$50 in addition to any administrative costs imposed pursuant to § 32.051 of this code.
- (5) Response to alarm; determination of false alarm.
- (a) Whenever an alarm is activated in the city, thereby requiring a response to the location by the Police Department, a law enforcement officer on the scene of the activated system shall inspect the premises protected by the system and shall determine whether the city's response was due to a false alarm.
 - (b) In making said determination, the investigating officer shall presume that the alarm was a false alarm when there is no sign or physical evidence of an unauthorized entry or an attempted unauthorized entry.
 - (c) All residential or commercial intrusion/burglary alarms that have a central monitor shall have a central monitoring verification call made to the premises generating the alarm signal, prior to alarm monitor personnel contacting the Police Department for alarm dispatch.
- (6) Report of false alarm; notice to alarm user. If the law enforcement officer at the scene determines that the alarm is false, the false alarm shall be documented by the Police Department.

Attachment G: Pembroke Pines Code of Ordinances Section

(a) For the second false alarm in the designated 12-month alarm period, notice shall be provided to the alarm user by first-class mail or by personal service. If by mail, there shall be a presumption of receipt within five calendar days of mailing. This notice shall include a listing of documented false alarms during the 12-month alarm period and include a warning to the alarm user that in the event of a third false alarm within the 12-month alarm period, at the same location, the alarm user shall be required to reimburse the city for the cost of the city's response to said false alarm.

(b) For the third or subsequent false alarm in the designated 12-month alarm period, notice shall be provided to the alarm user by first-class mail. This notice shall include a listing of documented false alarms during the 12-month alarm period and include the amount of fee due to the city.

(7) False alarm fines. The city shall maintain records for all false alarms. In the event of a third false alarm and for each subsequent alarm within the designated 12-month alarm period, the alarm user shall be responsible to pay a fine to the city according to the following schedule:

(a) Police Department. One hundred dollars for the third false alarm and for each false alarm thereafter.

(b) The false alarm response fee shall be paid within 30 calendar days of the incident of alarm or the alarm user must contest the charge within 30 calendar days of the incident of alarm consistent with division (C)(13) of this section. Failure to pay the fee or contest the charge within the 30 calendar days of the incident of alarm shall result in a limited response by the Police Department and prosecution of the case before a special magistrate pursuant to the requirements of F.S. § 162.09, as amended from time to time.

(8) It is the intent of this section that the 12-month alarm period during which the alarm user shall be responsible for penalties pursuant to this section for the third and each succeeding false alarm shall be the period January 1 to December 31 of each calendar year.

(9) Violations. Response fees shall be paid within 30 calendar days from the date of receipt of the notice. Failure to make payment within 30 calendar days from the date of receipt of the notice shall constitute a separate offense against the city. The penalty for this violation shall be a fine of not more than \$500.

(10) Multiple alarms within a 24-hour period. For locations which have multiple alarms within a 24-hour period (midnight to midnight), it shall be the responsibility of the monitoring company for the second or subsequent alarm during this period to require a key-holder (person who has access to the alarmed premises and has the ability to operate the alarm system) to meet the officer on-site, unless there is evidence of a verified emergency. If an alarm is not monitored, the key-holder listed on the alarm registration shall be responsible for meeting the officer on-site unless there is evidence of a verified emergency. If a key-holder is not available to meet the officer on-site, the city has the option not to respond to the alarm unless there is evidence of a verified emergency.

(11) Limited response.

(a) An alarm system may be placed on limited response for one or more of the following occurrences:

1. Alarm systems with six or more false alarms, and corrective action prescribed by the alarm coordinator has not been completed: or

2. The alarm user has response fees which are overdue for 60 or more calendar days: or

3. The alarm system is unregistered and the applicant has not registered or obtained a permit within 30 calendar days after notification.

(b) Prior to being placed on limited response, except for an unregistered system, the alarm user shall be notified in writing with the date specific as to when the alarm system shall be placed on limited response. Said notice shall be sent by certified mail to the alarm user. Any unregistered system may be placed on limited response, if the applicant has not registered within 30 calendar days of notification, until such time that the alarm system is registered with the city. In addition, the user of an unregistered system or a system installed without a permit may be subject to a notification to appear before a special magistrate and/or be issued a city citation.

(c) The alarm user shall pay a reinstatement fee of \$250 to be reinstated to non-limited response status together with certification by an alarm system contractor that any and all problems with the alarm system have been corrected.

(12) Appeal of response fee and appeal of limited response status.

(a) An alarm user may appeal assessment of the response fee to the special magistrate by filing a written request for review setting forth the reasons for the appeal within 30 calendar days of the incident of alarm. A special magistrate shall conduct a hearing and consider the evidence presented. The decision of the special magistrate is final. The filing of a request for an appeal stays the assessment of the response fees until the special magistrate makes a final decision.

(b) An alarm user placed on limited response may appeal the limited response status by filing a written request setting forth the reasons for the appeal within ten calendar days of receipt of notification. A special magistrate shall conduct a hearing and consider the evidence presented. The decision of the special magistrate is final.

Attachment G: Pembroke Pines Code of Ordinances Section

(c) If an alarm user is found in violation of city code, a fine amount may be imposed not to exceed \$250 per day for the first violation and not to exceed \$500 per day for a repeat violation. Should an appeal be heard by the special magistrate, pursuant to F.S. § 162.09 and the required corrective action is not taken, a lien may be imposed on the property where the violation exists and upon any real or personal property owned by the violator.

(13) Existing alarms. This section shall apply to all existing alarm systems. Alarm users with existing and installed systems shall have 180 calendar days from the effective date of this section to comply with the provisions herein.

(14) This section shall not apply to the following:

- (a) An alarm attached to a motor vehicle.
- (b) Property owned by a governmental entity.

(D) Alarms; limitation on period that audible alarm may sound.

(1) It shall be unlawful for any person, natural or corporate, to maintain or operate any form or type of alarm or system in any place or on any premises being so placed and operated that sounds can be heard for more than 15 minutes in a residential district and more than 30 minutes in a business and/or industrial district from any neighboring property, whether public or private. This restriction shall apply whether the sound is continuous or repeated over the respective 15-and/or 30-minute period.

(2) Audible alarms or systems operating over 15 minutes in residential districts and over 30 minutes in business and/or industrial districts are declared to be so loud, disturbing, and unnecessary as to be detrimental to the citizens of Pembroke Pines and a disturbance of the public peace and welfare.

(3) Every audible alarm system installed by a licensed contractor shall have a device to automatically terminate the audible signal within 15 minutes of activation.

(4) Remedies and penalties.

(a) When an audible alarm has sounded in accordance with the provisions of this section and every reasonable effort has been made to contact persons authorized to enter the premises to deactivate the alarm, or if the contacted person has failed to appear within the respective time frame, the law enforcement officer at the scene may take the necessary steps to disconnect the system or alarm.

(b) All costs that may be incurred by the City of Pembroke Pines shall be paid by the alarm user. The alarm user shall also assume all liabilities that may arise from the entry to the premises and the disconnection.

(c) It shall be unlawful for any person to refuse or fail to pay any cost assessed for deactivating an alarm pursuant to this section. The refusal or failure to pay within a reasonable time shall constitute a separate offense against the City of Pembroke Pines. The penalty for this violation shall be a fine of not more than \$500.

('69 Code, § 12-19.8) (Ord. 512, passed 6-25-79; Am. Ord. 731, passed 3-27-85; Am. Ord. 1590, passed 9-5-07; Am. Ord. 1648, passed 6-17-09) Penalty, see § 134.99

Attachment H - Summary of Previous Alarms and Revenue

Summary of Revenue				1st False Alarm: No fine			2nd False Alarm: Warning letter			3rd False Alarm and above: \$100 each		
Year	Annual Total Revenue For False Alarms	20% of total revenue for False Alarm Contractor	Net City Revenue	Non-Govt. Bldgs.	Govt. Bldgs.	All Bldgs.	Non-Govt. Bldgs.	Govt. Bldgs.	All Bldgs.	Non-Govt. Bldgs.	Govt. Bldgs.	All Bldgs.
2014	\$ 29,089.00	\$ 5,817.80	\$ 23,271.20	4730	82	4812	1534	60	1594	1706	544	2250
2015	\$ 155,980.00	\$ 31,196.00	\$ 124,784.00	4480	81	4561	1414	57	1471	1537	470	2007
2016	\$ 115,115.00	\$ 23,023.00	\$ 92,092.00	4239	75	4314	1312	52	1364	1477	557	2034
2017	\$ 160,935.00	\$ 32,187.00	\$ 128,748.00	3992	76	4068	1186	59	1245	1491	435	1926
2018	\$ 148,850.00	\$ 29,770.00	\$ 119,080.00	3762	65	3827	1135	48	1183	1430	379	1809
2019	\$ 102,675.00	\$ 20,535.00	\$ 82,140.00	3629	62	3691	1013	52	1065	1180	341	1521

[Vendor view of bid](#)

[Chat](#) | [Description](#) | [Attachments](#)

Bid #PD-21-02 - False Alarm Billing And Collection Services

Time Left	closed	# of offers	2
Bid Started	Jan 20, 2021 8:35:47 AM EST	Notifications	Report (Bidder Activity)
Bid Ended	This bid closed on Feb 16, 2021 2:00:00 PM EST	# of suppliers viewed	59 (View)
Agency Information	City of Pembroke Pines, FL (view agency's bids)	Q & A	Questions & Answers Questions: 2
Bid Classifications	Classification Codes		
Required Vendor Qualifications	PP-SWORN, PP-LOCAL, PP-VOSB, PP-DRUGFREE, PP-SCRUTINIZED, PP-W9, PP-VENDORINFO, PP-EQUAL, PP-LBTR, FL-EVERIFY		
Bid Regions	Regions		
Bid Contact	see contact information		
Delivery Location	One or more of the following locations City of Pembroke Pines No Location Specified		
	Qty 1		
	Expected Expenditure n/a		
View Rules	Click here to change the rules for this bid.		
Best and Final Offer:	Create		

Approval

View Approval Flow [View Approval Flow](#)
Approval Status Approved

Description

Bid Number	PD-21-02
Title	percentage of the fee requested to be paid to the proposer
Quantity	1 each
Contract Duration	3 years
Contract Renewal	See Specifications
Prices Good for	90 days
Budgeted Amount	\$0.00 (change)
Standard Disclaimer	Bids/proposals must be submitted electronically

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your

proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "BID SECURITY" (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, FL 33025.

Bid Comments

The City of Pembroke Pines is seeking proposals from qualified firms to implement and collect false alarm fees and fines pursuant to the City's Code of Ordinances.

Description

Per the specifications, please indicate the percentage of the fee requested to be paid to the proposer as a portion of the revenue collected _____%

Documents

Select All | Select None | Download Selected

- 1.  [PD-21-02 False Alarm Billing and Collection Services.pdf](#) [\[download\]](#)
- 2.  [Attachment A - Contact Information Form.docx](#) [\[download\]](#)
- 3.  [Attachment B - Non-Collusive Affidavit](#) [\[download\]](#)
- 4.  [Attachment C - Proposers Qualifications Statement](#) [\[download\]](#)
- 5.  [Attachment D - Sample Insurance Certificate.pdf](#) [\[download\]](#)
- 6.  [Attachment E - Specimen Contract - Contractual Services Agreement 2019-09-12.pdf](#) [\[download\]](#)
- 7.  [Attachment F - References Form](#) [\[download\]](#)
- 8.  [Attachment G - Pembroke Pines Code of Ordinances Section 134.05 Police False Alarms.pdf](#) [\[download\]](#)
- 9.  [Attachment H - Summary of Previous Alarms and Revenue.pdf](#) [\[download\]](#)

 = Included in Bid Packet  = Excluded from Bid Packet

Contractor Advertisements

[View All Ads](#)

There are no advertisements on this solicitation.

Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com

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[Create New Question](#)

Question Deadline: Feb 1, 2021 8:30:00 PM EST

Overall Bid Questions

Question 1

What CAD system does Pembroke Pines currently use? (Submitted: Feb 8, 2021 9:19:50 AM EST)

Answer

[edit](#) 

- Our CAD system is the Motorola Premier One Reporting System. (Answered: Feb 8, 2021 9:20:31 AM EST)

Add to Answer:

Question 2

Does the project scope include pushing program information back to CAD or any other software platforms being used by PD or other relevant City departments? (Submitted: Feb 8, 2021 9:20:52 AM EST)

Answer

[edit](#) 

- Data is not currently being pushed back to us and will not be required. (Answered: Feb 8, 2021 9:21:17 AM EST)

Add to Answer:

[Submit](#)

Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com

PMAM Corporation

Bid Contact **Megan Huovinen**
meganh@pmam.com
Ph 972-573-2739

Address **5430 LBJ Freeway**
Suite 370
Dallas, TX 75240

Supplier Code 237807

Qualifications **FL-EVERIFY PP-DRUGFREE PP-EQUAL PP-LBTR PP-LOCAL PP-SCRUTINIZED PP-SWORN PP-VENDORINFO PP-VOSB PP-W9**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PD-21-02--01-01	percentage of the fee requested to be paid to the proposer	Supplier Product Code: Supplier Notes: PM AM proposes a revenue share of 80% to the city of Pembroke Pines 20% to PM AM Corporation	First Offer - 20.00%	1 / each	20.00%	Y Y
Supplier Total					\$0.00	

PMAM Corporation

Item: **percentage of the fee requested to be paid to the proposer**

Attachments

PMAM Corporation response to RFP PD-21-02.pdf

REQUEST FOR PROPOSAL FALSE ALARM MANAGEMENT COMPANY

PREPARED FOR:



Pembroke Pines, Florida
RFP #PD-21-02
False Alarm Billing and Collection Services
February 16th, 2021
PM AM Corporation
David Moss
972-831-7404 / davem@pmam.com

PROVIDED BY:



PM AM CORPORATION
5430 LBJ Freeway, Suite 370
Dallas, Texas 75240
(972) 831-7400

LETTER OF INTEREST

February 16th, 2021

Danny Bedit, Procurement Department
City of Pembroke Pines
8300 South Palm Drive
Pembroke Pines, FL 33025

RE: RFP # PD-21-02 False Alarm Billing and Collection Services

Mr. Bedit,

With distinct pleasure, PM AM Corporation submits its response to the Pembroke Pines RFP #PD-21-02 for False Alarm Billing and Collection Services. PM AM has been managing alarm ordinances through our False Alarm Management Solution (FAMS™) for the City of Pembroke Pines since 2014 and across the country since 2004. These are a few of our local customers that currently use our FAMS platform in Florida; St. Petersburg, Jacksonville, Pinellas County, Orlando and St. Johns County.

PM AM is pleased to provide Pembroke Pines detailed information about our current footprint, our technology and the “Best Practices” we capture from our customers in order to make your false alarm program a success.

PM AM offers the most comprehensive and unique solution for alarm administration and collection services. Being the established leader in this industry PM AM will continue to help Pembroke Pines achieve:

- 1. Since beginning the Program in 2014 through 2020 PM AM has reduced False Alarms by 38 percent for the city of Pembroke Pines***
- 2. During the same period, The Program has generated total revenue of \$793,299 for the city***
- 3. PM AM has provided a robust and accessible service framework for the City and its citizens***
- 4. The ability to leverage new technology and processes to reach program goals***

PM AM consistently accomplishes these 4 goals as we remain committed to continuous innovation; ours is a journey that started with a **100% web-based** alarm management

solution in 2004 leading to our latest launch of mobile apps (**FAMS-ALARM**) and Artificial Intelligence based algorithms. Our history and intent are to keep investing significant dollars on a continuous basis for the benefit of our existing clients and to also offer a unique solution that sets PM AM apart in the industry.

In this proposal, we describe in detail PM AM's proprietary, 100% Cloud, solution, best practices and carefully thought-out approach for enabling Pembroke Pines to reach its alarm program goals. Also, as technology evolves, we will build new technology that PM AM is positioned to deliver like the texting engine integration into FAMS™ along with IOS and Android apps to manage citizens needs within the false alarm program which will continue to deliver better performance to the 's citizens and enhance the engagement of alarm violators.

Currently and going forward all services in relation to this program are and will be provided out of our Dallas, Texas Corporate Office.

We are proud to represent that PM AM is the leading provider of managed alarm tracking and billing services in the nation. Our national client portfolio includes jurisdictions of all sizes including cities such as Orlando FL, Jacksonville, FL, St. Petersburg, FL, Houston, TX, Pembroke Pines, FL, Fort Myers, FL and Davie, FL.

This proposal will remain valid for 180 calendar days from February 16th, 2021. We look forward to continuing to work with the City on this Program.

Sincerely,



David Moss
Vice President – Sales

P.S – Due to winter storm, we are facing power outage since 14th Night and we are not able complete final review of the response, in case, city finds any details missing, PM AM will promptly provide the information.

PM AM Corporation | 5430 LBJ Fwy, Suite 370, Dallas, TX, 75240 | www.pmam-copsourc.com |
Phone: 972-831-7404 | Email: davem@pmam.com

CONFIDENTIALITY NOTICE

Please be advised that the following proposal to provide the requested services on behalf of the of Pembroke Pines contains certain proprietary and confidential information of PM AM Corporation that is being provided in confidence for the sole purpose of permitting the of Pembroke Pines and its authorized employees, counsel, and representatives to consider and evaluate our proposal in order to determine whether such proposal is acceptable to the .

If the of Pembroke Pines receives a request from a third party under the applicable open records act, freedom of information act, or comparable statute or ordinance requesting a copy of our proposal, we respectfully request that the refrain from making such disclosure and promptly notify Pankaj Kumar, the Chief Executive Officer of PM AM Corporation, at pankajk@pmam.com of such request so that we may timely file an appropriate response to such disclosure with the appropriate authority so that such authority may decide whether our proposal or parts thereof, redacted or otherwise, should be disclosed to the requesting party.

In this regard, please note that PM AM was able to recently obtain two opinions from a State’s Attorney General that the disclosure of certain proprietary information of PM AM, similar to the proprietary information of PM AM set forth in the following Proposal, was exempt from disclosure, based on the facts of those cases, under Section 552.104(a) of the Texas Government Code because the disclosure of such information would give advantage to a competitor of PM AM.

Thank you for your consideration of our proposal.

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Pages 1 to 67	Trade Secret– Proprietary Information (Not for disclosure)

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TAB 1 EXPERIENCE AND ABILITY

Below is a list of key PM AM Managers that will be involved in managing the City's Program:

Operations Team

Monica De La Rosa

Supervisor –

MonicaR@pmam.com |

Monica would be the Program Lead for Pembroke Pines and assist with city requests and develop new campaigns and content to engage citizens to increase their awareness about the alarm ordinance. This role and her initiatives are key in customer engagement through mailings, email and voicemail communications and marketing campaign materials.

Pankaj Kumar

Chief Executive Officer | Executive Project Sponsor

PankajK@pmam.com |

As a Project Sponsor, Mr. Kumar ensures that all roles and responsibilities are aligned to the commitment PM AM made in terms of quality and speed of carrying out all alarm administration service processes. He is also available to you to resolve issues and constraints that are noticed by you or your citizens during the entire life of the project.

Dave Moss

Vice President of Sales | Public Safety Division

DaveM@pmam.com

With more than 37 years of experience in technology sales, Dave has served in domains like digital technology, telecommunications, e-commerce and technology consulting, to name a few. Prior to working with PM AM, Dave was VP of North American Sales for Harris Corporation, one of the leading public safety technology providers. Dave truly understands the needs of ensuring the safety of the first responder by minimizing false alarms and creating an environment where all alarms are handled methodically.

Richard Quiroz

Customer Service Manager

Richard@pmam.com |

As Customer Service Manager, Richard oversees the day-to-day operations of the call center and the data entry teams. He is also the primary point of contact through the duration of the implementation process and over the lifetime of the program.

Marcus Baxter

Customer Support Team Lead

MarcusB@PMAM.com |

During the last twenty years, Marcus has worked in technical customer support for the following markets: aviation, law enforcement, mortgage lending, accounting and manufacturing. Marcus has supported users all over the country and world and understands the importance of the customer and the results provided.

Perraju Vegiraju

Project Manager

PerrajuV@PMAM.com |

Perraju is an IT Guru with a demonstrated history of working in the software and network security industry. Skilled in databases, data warehousing, Hive, Java, and Apache Spark. He is a strong professional with an engineering degree, Computer Science focus. Perraju is responsible for the ground-up implementation, development and maintenance of solutions relating to enterprise e-commerce, user interfaces, systems interoperability and production websites.

Prerna Ratti

Accountant | Executive Project Sponsor

PrernaR@pmam.com |

Prerna is responsible for working with the accounting and finance departments to provide details of all true-ups, reconciliation statements and transaction level details for any summary report that is proactively provided by PM AM to the customer.

Kathleen White

Alarm Matching Specialist

KathleenW@pmam.com

Kathleen works diligently to process daily Lockbox files and carries out the manual research for the payments that didn't come with coupons. She is responsible for keeping Lockbox and FAMS^(T) reconciled at all times.

Taylor Roberts

Incident Specialist

TaylorR@PMAM.com

Incident Specialist

TaylorR@PMAM.com

As the Incident Specialist, Taylor maintains a high standard of accuracy and timeliness to ensure all false alarm data is matched to the respective permit for billing. Taylor also assists by communicating with the contacts for address and incident validation.

Priscilla Ceballos

New Installations, Cancellations and Payment Specialist

PriscillaC@PMAM.com

Priscilla is responsible updating permits when PM AM receives notification from the alarm companies of a change of status to their permit holders. She is also responsible for deposits for cities that are not on bank operated Lockbox.

Cynthia Benitez

Billing and Payment Specialist

CynthiaB@pmam.com

As billing and payment specialist, Cynthia is responsible to maintain a time-bound billing and payment effort into FAMS^(T). She also certifies that the applied payments and bank deposits remain reconciled at all times.

Antonia Rodriguez

Mail Processing Specialist

AntoniaR@PMAM.com

Antonia is responsible for the scanning and batching all correspondence received through the lockboxes. This process is vital to PM AM to maintain time-bound standards for payment processing. She also ensures that any collateral sent to the permit holders on behalf of the are printed and sent within the designated timeframes.

Olga Salazar

Training Specialist

OlgaS@PMAM.com

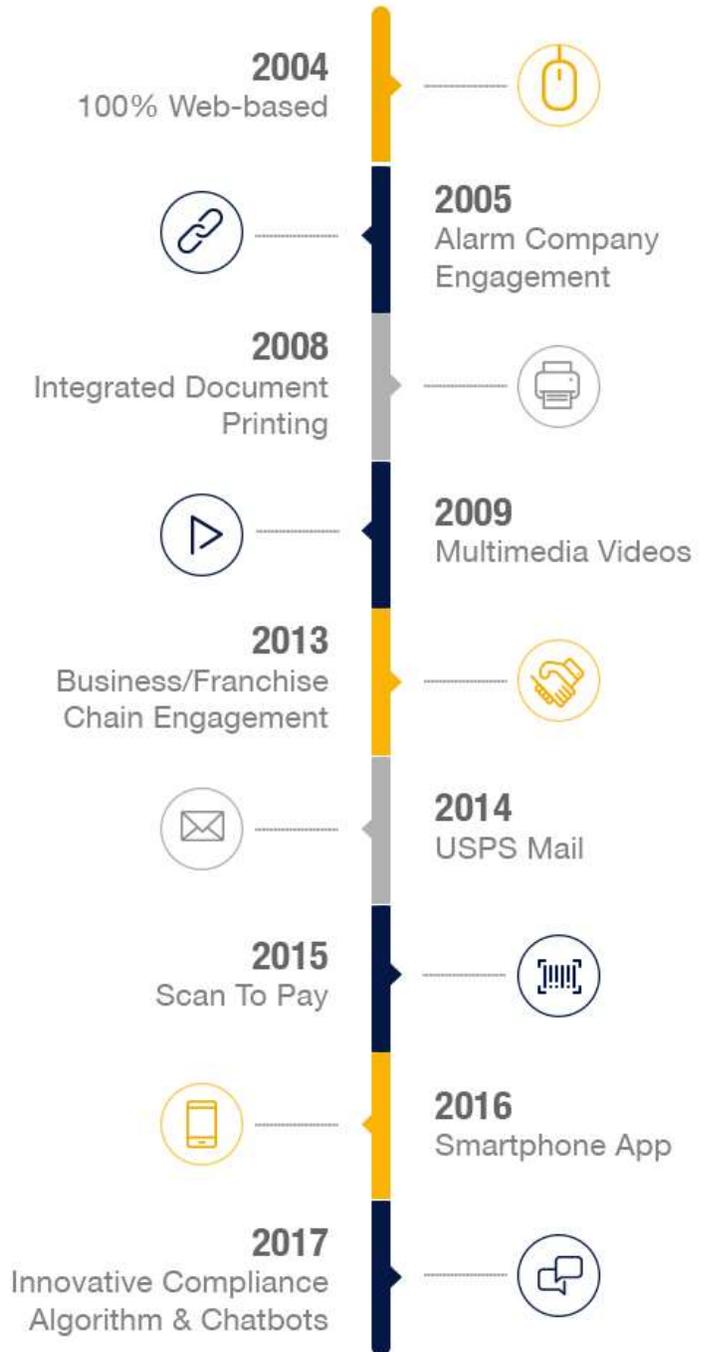
The training specialist supports the call center in the onboarding of new hire agents and facilitates the training of the policies and procedures for PM AM. As a senior agent, she also assists customer engagement through mailings, email, voicemail communications and escalations.

TAB 2 PREVIOUS EXPERIENCE

PM AM Corporation (C-Corp) is a privately-owned minority and woman-owned enterprise incorporated in 1999 in the State of Texas. Company headquarters are located in Dallas, TX with additional offices in Houston, TX. All FAMS services are provided from these two centers located in United States. PM AM has been providing alarm management services since 2004 and the majority of the company's revenue is derived from false alarm management solutions.



PM AM'S TECHNOLOGICAL ADVANCEMENTS



As is all too common with many cities throughout the United States, excessive false alarm occurrences rob the of valuable law enforcement resources along with taxpayer dollars if not addressed. PM AM lauds the thought leadership of Pembroke Pines to reach out and partner with subject matter experts to manage the Alarm program in order to achieve the intended results of the alarm ordinance.

PM AM initially launched a web-based solution in 2004 and has advanced to now rolling out digital initiatives in 2020/2021 that makes PM AM FAMS both device and platform-independent. Now, citizens, businesses, and officials can access alarm ordinance services from any device; whether it is a smartphone, laptop or iPad. Citizens can now apply for a permit, make payments, update contact information etc. through the 's website maintained by PM AM or through their personal social media (e.g. Facebook) where they are not required to remember any URLs/website addresses.

This is how PM AM defines its 13-year journey of FAMS, where we constantly invest to remain in sync with user behavior and associated technological solutions to serve cities and its citizens in order to engage and finally reduce false alarms and increase ordinance compliance. This is a major differentiator that PM AM offers in the marketplace.

PM AM continues to be committed to achieving industry certifications to ensure that its procedures, protocols, and personnel who support the FAMS platform are the latest, as well as in sync with the industry-wide "Best Practices". We have numerous Awards and Certifications, furthermore we are very proud of our recent certification becoming a "**CJIS Ready**" (*Criminal Justice Information Services*) solution.

PM AM has established more than **100 different real-time, live data-based report** functions, based upon requests from our partner cities and counties, aimed at providing transparency and management insight. PM AM listens to this strong user community's voice and meets their needs in order to make FAMS program impactful. The relationship between PM AM and the user community is strong and impactful because as soon as an innovation is added to FAMS, it is available to the entire community at no extra charge to its customers.

In this section, we wish to state and demonstrate with examples of how PM AM's dollars are invested in continuous improvements/ innovations that result in achieving four key result areas that our partner community places a significant importance to:



FALSE ALARM REDUCTION

- through education and awareness



HIGHER COLLECTION RATES

- through ultra-modern skip tracking techniques



REVENUE GROWTH

- through state-of-the-art collection compliance techniques



PERSONNEL

- personnel involvement

False Alarm Reduction: PM AM is committed to reducing false alarms and will continue to play an important role in false alarm reduction. We leverage best practices taken from our 100+ customers across the nation as well as new technology offerings to drive lower rate of false alarms.

FAMS™ | False Alarm Reduction

Below are a few examples of similar size cities as Pembroke Pines that through our consistent outreach engagement model have resulted in false alarm reduction that usually is the first priority for our partner cities.

NAMES	FALSE ALARMS DURING FIRST YEAR OF IMPLEMENTATION	FALSE ALARMS COUNT FIVE YEARS INTO PROGRAM	% FALSE ALARMS REDUCTION
Miami Shores, FL	991	443	55%
Hialeah, FL	8,861	4,110	54%
Rowlett, TX	2,140	1,075	50%
Cobb County, GA	16,124	8,043	51%
Palatka, FL	1,103	671	39%
Beverly Hills, CA	3,583	2,693	25%

Higher Collection Rates: PMAM typically targets higher collections, and in most cases, it is successful in collecting. We attribute this collection rate to a proprietary workflow. These sophisticated collection methods analyze payment trends and preferred payment platforms to help PM AM's CSR's in citizen outreach and collection on unpaid invoices.

Revenue Growth: In almost 100% of cases, PM AM is able to increase baseline revenue when it takes charge of a cities' alarm program. While it grows baseline revenue, PM AM always faces the hurdle of reduced false alarms, which results in reduced collections for the false alarms, which were eliminated. PM AM deploys multiple time-proven internal processes to identify non-compliant businesses/residents and an engagement strategy that almost always results in higher compliance (permitting), driving baseline revenue to grow substantially for our partner cities. These strategies are discussed in detail in later parts of this RFP response.

FAMS™ | Revenue

Below examples illustrate where unique FAMS techniques resulted in higher revenue growth. In some cases, PM AM's initial share is "paid for" by this increase in revenue, making PM AM services free from second year onward.

NAMES	REVENUE DURING FIRST YEAR OF IMPLEMENTATION	REVENUE FOR YEAR 2016	% REVENUE INCREASE
Pembroke Pines , NJ	\$ 30,995	\$ 54,800	77%
Rialto, CA	\$ 56,906.56	\$ 159,941.72	181%
San Marcos, TX	\$ 30,290	\$ 85,208	181%
Long Beach, NY	\$ 42,100	\$ 91,297.86	117%
Richardson, TX	\$ 191,175	\$ 389,931.37	103%
Houston, TX	\$ 6,400,000	\$ 11,800,000	84%
Little Elm, TX	\$ 37,729	\$ 65,171.02	73%
Beverly Hills, CA	\$ 281,626.25	\$ 452,313.81	61%
Lincoln, CA	\$ 30,765	\$ 49,229.33	60%

- **Personnel involvement:** The FAMS portal engages and provides all stakeholders easy access because it is always available, with CSR’s available to help every step of the way. The combination of technology, processes, and human interaction results in higher customer satisfaction and takes only a fraction of time to support alarm management activities.

Additionally, we have had 17 opportunities to present the FAMS solution to the following municipalities using our competitor’s product:

1	PEMBROKE PINES, FL	10	PITTSBURGH, PA
2	PINELLAS , FL	11	DAVIE, FL
3	PEMBROKE PINES , GA	12	VALLEJO, CA
4	DURHAM, NC	13	COLUMBUS, OH
5	SAN LUIS OBISPO, CA	14	Irving, TX*
6	NORTH MIAMI BEACH, FL	15	ROSEVILLE, CA*
7	MORGAN HILL, CA	16	ARCADIA, CA*
8	DOUGLAS , CO	17	TOMS RIVER, NJ*
9	HIGHLAND VILLAGE, TX		

These agencies were using ***Cry Wolf (AOT Public Safety), now CentralSquare***, our competitor, and they wanted to explore other alarm management offerings available in the market. This provided PM AM an opportunity to present our solution. While most of these accounts were satisfied with their current vendor, they were impressed by PM AM’s unique approach to customer service, as well as our innovative technology solutions. These agencies compared both solutions and could clearly see the advantages they could expect from PM AM’s processes to drive key goals. This resulted in all ***17 switching their alarm program management to PM AM Corporation.***

**On July 1, 2019, Irving, TX an existing client of Crywolf/CentralSquare, also currently using Tritech CAD selected PM AM FAMS to be its vendor of choice and manage its alarm program.*

**On June 13th, 2019, Roseville, CA, an existing client of CryWolf/CentralSquare, selected PM AM FAMS to be its vendor of choice and manage its alarm program.*

**On May 30, 2019, Arcadia, CA, an existing client of CryWolf/CentralSquare, selected PM AM FAMS to be its vendor of choice and manage its alarm program.*

****On April 15, 2019, Toms River, NJ, an existing client of CryWolf/CentralSquare, selected PM AM FAMS to be its vendor of choice and manage its alarm program.***

The last four months have seen nearly an account every month of CentralSquare's switching to PM AM.

Several of these accounts have been PM AM customers now for multiple years and PM AM would be happy to share program statistics when compared to time prior to PM AM acquiring them as customers. All of these clients are strong references for PM AM and we encourage you to reach out to them.

THE CHANGE

- > **MASSIVE YEARLY INCREASE**
in alarm permit registration
- > **EXPONENTIAL GROWTH**
in recurring revenue stream as the number of permits increase
- > **YEARLY DOUBLE DIGIT**
reductions in False Alarm calls

KEY RESULTS

- > **FALSE ALARM REDUCTION**
Education and awareness
- > **HIGHER COLLECTION RATES**
Multiple ultra-modern outreach techniques
- > **REVENUE GROWTH**
Increase in alarm permitting and high collection rates



DIFFERENTIATORS

- ✓ 100 % Cloud-enabled
- ✓ Real-time & live reports
- ✓ Smartphone apps
- ✓ Instructional videos
- ✓ City Branding in Documents
- ✓ Simple and multiple payment options
- ✓ USPS mail delivery guaranteed
- ✓ Engage alarm companies
- ✓ Best practices recognized across 100+ installations

CERTIFICATIONS



All work, including call center, back office, and data entry for the of Pembroke Pines will be performed from PM AM's corporate office in Dallas, TX. All of our staff goes through a rigorous hiring process that includes drug & background screenings and I-9 verification. Each team member also goes through an extensive training process. The quality of our well-trained staff is a primary factor in the many accolades our client municipalities have bestowed on PM AM since 2004.

PM AM's employees have extensive experience with the company, and some have been with us since we began providing alarm management services in 2004. PM AM Corporation is an equal opportunity employer. As such, it is our policy not to discriminate on any basis prohibited by law including race, sex, age, religion, national origin, disability, marital status or veteran status. It is our intent and desire that equal employment practices apply to all terms and conditions of employment at PM AM Corporation. The CEO of PM AM Corporation and all managerial personnel are committed to this policy and its enforcement.

STATE OF THE ART CALL CENTERS | PROTECTION AGAINST DISASTERS

PM AM shall perform the alarm administration services for the of Pembroke Pines from our **Dallas, TX** office location. PM AM does not engage in subcontracting with any third parties for the services offered to the City.

PM AM provides two distinct processing and call center services sites. While the chances of a physical disaster (weather, fire, etc.) are remote, PM AM maintains a complete mirror-image and backup of the processes, equipment, and necessary personnel to support our partner cities in three locations (*Dallas, TX, Houston, TX, and Colorado Springs, CO*). Should one site be incapacitated, **PM AM can restore service to the City within hours at the alternate site.**

**DALLAS, TX****HOUSTON, TX**

PM AM has put a lot of thought and investment in establishing its state of the art customer care center locations in Dallas, TX and Houston, TX. The PM AM call support center network is designed so that calls can be diverted to any of the two call support centers in a seamless and efficient manner so as to prevent any disruption of service to our clients.

Recent example: Hurricane Harvey, Aug 28th to Sept 1st, 2017, the of Houston was impacted by torrential rains and flooding due to Hurricane Harvey. The mayor's office declared that the 's administrative offices would remain closed and PM AM Houston support office was closed due to flooding in the office building.

PM AM's cloud-based phone system was configured, within 30 minutes, to re-route all calls intended for the Houston support center to PM AM's Dallas support center. Even though the 's offices were closed, Houston citizens were able to still call into and speak with PM AM CSRs regarding all of their alarm questions.

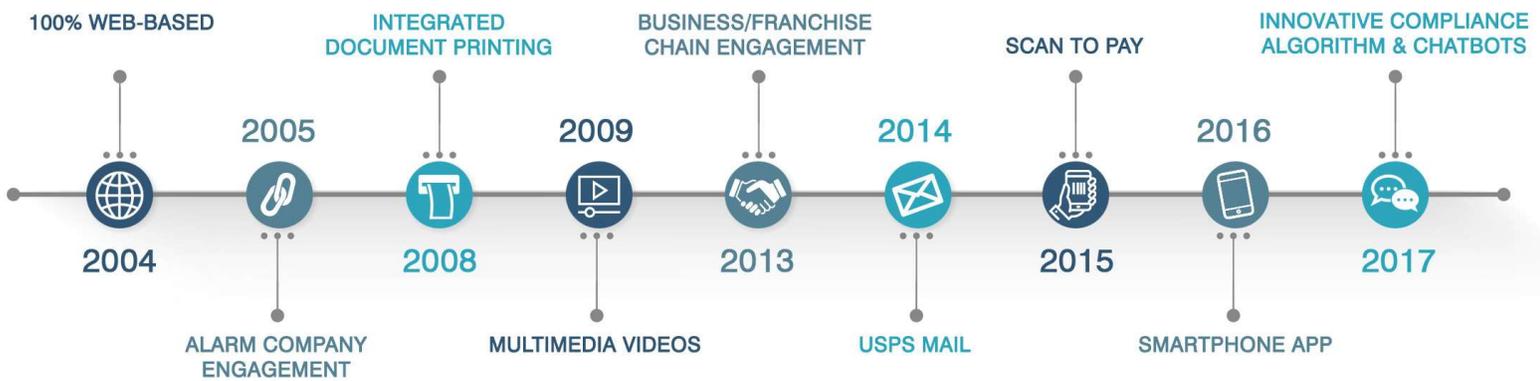
PM AM is unique in the industry because it provides an option for inbound callers to leave a voicemail message for those calling after normal business support hours. PM AM's standard Service Level Agreement (SLA) is to return these voice mail messages the next business day.

Other cities that have chosen other industry players to manage their alarm program have discovered that no capability exists to leave a voice mail message after office hours. Callers are requested to call back during normal business hours.

PM AM Advantages

PM AM derives its advantages from its commitment to “incremental innovation” on an on-going basis. PM AM identifies two/three key areas every year for innovation/modernization and given the scope of the goals, sets aside a budget every year to undertake R&D so our partner cities can benefit from a solution that always remains current to the time, challenges, platforms and emerging trends among millennials, baby boomers, and aging population of their municipalities.

PM AM’S TECHNOLOGICAL ADVANCEMENTS



The following are a few examples:

- Innovative Compliance Algorithm-** 2017: This represents PM AM’s incremental innovation focused on further increasing ordinance compliance based on location (*socio-economic demographic analysis*) of the residence. This solution is in beta and is expected to be released within the calendar year 2017. Once released, this solution will allow our partner cities to grow their permitting compliance many folds. We look forward to an opportunity to demonstrate the solution during the vendor selection interview process.
- FAMS iOS and Android Smartphone App-** In 2016, PM AM started offering an ultra-modern iOS and Android smartphone app with 8 functions along with push notifications through touch ID function. Now, the citizens of our partner cities can carry out many functions like; reviewing the ‘s False Alarm Ordinance, making payments,

viewing and updating their key holder information, historical information on false alarms, invoices etc. They can also access a variety of education materials to help prevent future false alarms. We look forward to an opportunity to demonstrate the solution during the vendor selection interview process.

- **Scan to Pay-** In 2015, PM AM started offering a unique state-of-the-art payment solution to citizens. Your citizens can now scan invoices through smartphones to pay invoices on the go. This solution is extremely handy for the millennials and others that conduct a majority of their business through their phones. We look forward to an opportunity to demonstrate the solution during the vendor selection interview process.
- **USPS Mail Delivered | Guaranteed-** In 2014, PM AM developed innovative processes which allow us to track the delivery of invoices and notices sent to citizens. This information is extremely helpful for our partner municipalities when dealing with walk-in customer inquiries, appeals etc. as it provides date and time of when invoices were delivered to the citizen doorstep. This information is integrated into FAMS directly from the United States Postal Services (USPS) solution. PM AM has reasons to believe that it is the only company to offer this service. We look forward to an opportunity to demonstrate the solution during the vendor selection interview process.
- **Business/Franchise Chain Engagement-** In 2013, PM AM and its strong user base were busy brainstorming and looking at ways to further enhance the collection of unpaid invoices by businesses/franchise chains. A unique service offering was added to FAMS portfolio that was once again 100% web-based and made available to business/franchise chains at no cost. Our user community has since seen an upsurge in payments from this group of customers. We look forward to an opportunity to demonstrate the solution during the vendor selection interview process.
- **Citizen experience through videos-** In 2009, PM AM was the first service provider to introduce instructional videos, which assist citizens in learning permit and payment processes before actually undertaking these functions on FAMS citizen website. This function is no longer unique as it has been copied. The reason PM AM has included this is to assure the that PM AM's yearly goals and the R&D were invested in ensuring that our partner cities are always current for its citizens' outreach. We look forward to an opportunity to demonstrate the solution during the vendor selection interview process.
- **Integrated Document Printing-** In 2008, PM AM partnered with Pitney Bowes (Listed at NYSE with \$2.45 Billion market cap), an industry leader to integrate with FAMS

invoices. This time proven solution assured our customers that invoices being mailed will have zero chance of an error during the stuffing process. This was an expensive and ahead-of-its time solution for a company of PM AM's size; however, it ensured the extraordinary growth that PM AM was experiencing at the time would have no bearing on its ability to continue to perform. These innovations and investments have saved PM AM and our partners from negative media. We look forward to an opportunity to demonstrate the solution and to showcase how other municipalities faced bad PR for their alarm program.

- **Alarm Company Engagement-** In 2005, a year after initial launch, PM AM realized that an important stakeholder to alarm management was not included in the ecosystem of the solution that is used by cities. PM AM collaborated with municipalities and alarm companies to identify functions, features, pain points, and reports that will help municipalities and involve alarm companies through a self-service intuitive platform that is secure through password securities. Since then, alarm companies have routinely used this secure website to verify their customer base as well as upload helpful new information required and in certain municipalities, mandated by alarm ordinances. This practice has eliminated all paperwork that existed prior to FAMS implementation, as well as, unnecessary phone communication and follow-up that used to take place between municipalities and alarm companies. We look forward to an opportunity to demonstrate the solution during the vendor selection interview process.
- **100% web-based FAMS solution-** In 2004, PM AM was uniquely innovative in its approach to launch a 100% web-based citizen portal and administrative portal for alarm permit management and false alarm reduction. All components of FAMS were web-based and these functions and reports were accessible to our partner cities through a browser without introducing any foreign- devices. PM AM has maintained this 100% web-based function to this date, with all its innovations available through a browser. PM AM has reasons to believe that it is the only company to have all its functions and reports available through a browser. We look forward to an opportunity to demonstrate the solution during the vendor selection interview process.

Awards and Certifications

PM AM has earned several IT Awards and certifications.

- **CJIS Ready**
- **SSAE-16 SOC 1 – Type II**
- **PCI | DSS Compliant**
- **SEI CMMI Level 3 Certified Company**
- **Microsoft “Sequel 2005 Front Runner Status” – Only 185 companies worldwide**
- **Microsoft “Sequel 2008 Front Runner Status”**
- **Microsoft Gold Certified Partner**
- **Microsoft ISV (Independent System Vendor) - Under 12 % of Microsoft partners have achieved this level**
- **Microsoft Custom Development Solutions Competency Certification**



- We are very proud of our most recent certification, becoming a **“CJIS Ready”** (*Criminal Justice Information Services*) solution. This certification was awarded to PM AM after a thorough review of PM AM’s systems, procedures, protocols, and personnel who support the FAMS platform.
- The PM AM | FAMS payment processing system is regularly audited, allowing it to earn its **SOC1 – SSAE 16 Type 2** certification.
- PM AM remains compliant with **PCI | DSS** compliance standards.
- PM AM has maintained **CMMI Level 3** certification since 2008. This certification helps our Technology team in delivering a quality product in FAMS. This certification is granted by Software Engineering Institute at Carnegie Mellon University. This is the most prestigious certification worldwide for software development processes.

- PM AM is also a Microsoft Gold Certified Partner. This certification from Microsoft provides PM AM 40 hours of advice from Microsoft Technology experts on creating state-of-the-art solutions.
- PM AM is a recipient of Microsoft's "Sequel 2005 and 2008 **Front Runner** Status," recognition granted to only 185 companies worldwide. This certification made available best practices from Microsoft technology experts for FAMS database, which in-turn helped PM AM technology team deliver FAMS at an incredible web response time to its partner cities.
- PM AM is a **Microsoft ISV** (Independent System Vendor) Partner. Microsoft provides an opportunity to its partners to submit their solutions and then Microsoft experts look at various components of the solution. If, in their judgment they are satisfied, that the solution is built using the best practices prescribed by Microsoft, they then grant those solutions the ISV status. PM AM is proud to have submitted FAMS to Microsoft and achieved the ISV accreditation. Less than 12% of Microsoft Certified Partners have earned ISV status.

FAMS CUSTOMER SUCCESS

Oakland Police Department, CA



Since 2008, PM AM has had the pleasure of working with four different Project Managers. We have made on-site visits with each person and worked to create a relationship with each individual.

PM AM assisted Oakland in implementing their new alarm ordinance in 2009. Oakland's goal for the new ordinance was to reduce the number of false alarms, increase the number of paid alarm permit holders and reduce the amount of administrative time spent operating their alarm program. The numbers speak for themselves.

Permit holders have more than doubled, from under 13,000 in 2009- 2010 to more than 26,000 today. The number of alarms has continued to fall from a high of 24,000 in 2009 – 2010 to under 15,000 today. The total collection rate for the program is at 92%.

Additional assistance provided to the of Oakland by PM AM includes:

- Onsite training provided to Alarm Program Manager on alarm equipment and its operation.
- Consultations on alarm response issues or ordinance questions are immediately provided when requested by the Alarm Program Manager.
- Continually updating the Alarm Program Manager on major changes in the alarm industry and technological advancements.
- In 2015, PM AM transitioned the Oakland Alarm Program over to PM AM's False Alarm Management Solution (FAMS).
- Under the new FAMS, the PM AM Corporate Website Portal is available to government jurisdictions and businesses with multiple alarm sites allowing the alarm user only one sign-in to access all their permitted sites with Oakland.
- The Oakland School District has taken advantage of this technology.
- The Oakland Alarm Program Manager has requested our expertise on drafting new revisions to the present alarm ordinance. PM AM will leverage our vast knowledge

of alarm ordinance best practices and administrative experience to assist the in the development of the alarm ordinance.

of Houston, TX ARA Department



In 2009, the City of Houston awarded the False Alarm Billing and Tracking Services contract to PM AM, previously administered by EDS.

The City experienced an immediate reduction in administrative staffing requirements of both personnel and contracted personnel.

Houston has realized extraordinary results from the program, consistently realizing month-to-month and year-over-year revenue growth as a result of PM AM continually introducing creative and innovative techniques to increase alarm ordinance compliance. As a result, the City has increased the number of permits issued and renewed, as well as increasing collections of false alarm fines.

The revenue realized by Houston at the onset of PM AM's contract award in 2009 was \$6.4M, as reported by the then ARA director. Today, PM AM is happy to report that revenues collected and realized in 2019 were \$12.8M, representing an increase of 84%.

TAB 3 PM AM’S UNDERSTANDING AND APPROACH TO THE WORK

After a thorough analysis of the Pembroke Pines ’s Standard Requirements of Scope of Services, PM AM offers the following technical response.

The main highlights of these services are provided here under, a more descriptive process is outlined immediately after this synopsis. PM AM’s cloud-based software solution meets all the required specifications of the RFP and it has functions and features better geared to meet any future requirements that the Alarm Program may present should it undergo any changes to incorporate more stringent ordinance laws as practiced by some other cities. Since the solution is cloud based, officials have full access to all the options that they need to carry out their functions effectively and efficiently. **This is in sync with the related requirements of the RFP listed under Scope of Services.**

City of Pembroke Pines Scope of Services		
Requirement	Comply/Non-Comply	Page
Permitting		
	Comply	
	Comply	
	Comply	
Alarm Tracking and Billing		
	Comply	
	Comply	

	Comply	
Collections		
	Comply	
	Comply	
	Comply	
Banking		
	Comply	
Customer Service		
	Comply	
Appeals	Comply	
	Comply	
Community Outreach		

	Comply	
Projected Organization and Staffing		
	Comply	
	Comply	
	Comply	
	Comply	
	PM AM uses no Sub-Contractors on this program	

Permitting

PM AM's False Alarm Management Solution (FAMS) supports the permitting process for the citizens choosing to register their permit, maintain the permit status throughout the age of a permit along with any annual updates like contacts etc. as well as built-in innovative processes to identify non-compliant locations:

- Identify and engage locations with False alarm that are not registered
- Engage with alarm companies to identify non-permitted locations based on the alarm company subscriber listings
- Verify each permit holder's address in the City by utilizing a up to date GIS file

Permit information is kept updated throughout the contract and can be searched by;

- Permit Holder name
- Key Holder information
- Phone numbers
- Billing address if different from permitted address
- Email addresses of all contacts

FAMS has implemented an inbuilt function to validate the permit address with GIS in real time whether a permit is applied online, or it is received in a paper form at the lock box, or it is being entered by our data entry specialist.

FAMS provides multiple ways to your citizens to apply for a permit:

- Traditional mail-in application process
- Interactive self-service web portal application
- iPhone and Android app, chat bot and Facebook messenger to apply for a permit

The processes are already implemented for and no assistance is required from the City to manage this process.

This section meets the requirements of the RFP listed under Scope of Services, Requirements, Permitting.



Alarm Tracking, Billing and Accounting

FAMS can be set up to import Pembroke Pines alarm incidents from the 's CAD and generates notifications and invoices as required by the ordinance.

FAMS is an integrated billing and accounting software. Unlike working with external accounting applications like Quick Books, all billing, collections, account receivables are part of FAMS™. The invoices are generated and sent on 's letterhead with the proper identification of the lockbox details, this section of the invoice can be simply detached by the permit holder and sent along with the payment.

The software solution deployed has necessary checks and balance to reconcile all the permit and false alarm data that are invoiced, payments that are received, refunds that are issued and any adjustments there are carried out in FAMS.

A detailed Month-end closing accounting statement is sent out to every month that self-reconciles to the previous months balances and provides a transaction level detail along with the summary for all the new accounting activities that took place in the current month.

PM AM Maintains SOC-1 audit from repeated audit firms like BDO. The whole operation is fully transparent, and all the documentation needed by the are available for any audit. Similarly, all online payments are routed through gateways and all online transactions remain PCI compliant at all times.

PM AM has established a good workflow for the collection services, however should the desire to engage a third party collection agency then PMM is willing to integrate the data exchange and cooperate to work with the third party collection agency at no extra cost.

As such, personnel are provided with online real-time access to view all account statuses at any time. This integrated approach saves time and money and improves data accuracy since all the information is integrated as part of one system.

This section meets the requirements of the RFP listed under Scope of Services, Requirements, Alarm Tracking and Billing.

Collections

PM AM routines realizes the highest collection rates in the Industry for our partner cities. The FAMS accounts receivable solution is a complete integrated solution which maintains all invoices, payment details, statements, and financial accounting details and is available to the officials on a real time basis. Additionally, PM AM provides a monthly financial report with full details of invoices, payments, adjustments, refunds etc.

PM AM takes the full responsibility of collecting all fees, fines and charges of delinquent accounts and depositing them through a lock box bank account.

This section meets the requirements of the RFP listed under Scope of Services, Requirements, Collections.

Banking

The City of Pembroke Pines can continue to use the same banking arrangement that is in place today in reference to the alarm program. Monthly PM AM will invoice the City for our program share.

This section meets the requirements of the RFP listed under Scope of Services, Requirements, Banking.

Customer Service

PM AM has a dedicated staff of customer support representatives, the trained staff respond to customers phone calls thru a dedicated toll-free number in real time and emails the same day, emails that are received late are responded to next day, 99%+ responses include comprehensive details based on the question and resolved with a single response.

Monica Del Rosa and Richard Quiroz spearhead a committed team of Customer support specialist and data entry specialist that carry out the permit entry, payments and appeal process as required in a timely fashion, usually within 24 hours so all the information is available to Monica and CSRs to help staff and citizens. We take pride in responding to Pembroke Pines 's request, in most cases same day otherwise within 24 hours and we have dedicated Monica Del Rosa as a single point of contact for Pembroke Pines 's Alarm Administrator.



The efficiencies in all the department's result in 90% plus single called resolution for the City 's citizens whereas the industry average is under 60% for first call resolution.

This Customer care service is further boosted for citizens, FAMS offers a state-of-the-art citizen self-service portal accessible from the 's website 24/7 allowing your citizens to apply for permit, pay fees and fines, and update contact information in real-time. The portal provides an un-matched citizen experience by providing video demonstrations for the important functionalities to first-time visitors. More importantly, the self-service portal provides educational content focused on false alarm reduction coupled with the false alarm academy.

More tools and access points like Live Chat, Chat bots and FAMS integrations with Facebook Messenger provides more platforms and avenues to citizens to carry out their alarm ordinance responsibilities effortlessly at their timetable.

This section meets the related requirements of the RFP listed under Scope of Services, Requirements, Customer Service.

Hearing and Appeals Support

FAMS stores, updates, and maintains the complete documentation required for appeal hearings. This allows cities to conduct appeal hearings using PM AM's portal or dedicated administrative staff that work under Monica Rosa and Richard Quiroz.

The new FAMS intuitive appeals module provides the flexibility to the hearing officers to review the complete historical information in real-time along with the requested Appeal's information. This enables them to make informed decisions in a timely manner. This process is compliant with the 's False Alarm Program Appeals Policy (Exhibit B).

This section meets the requirements of the RFP listed under Scope of Services, Requirements, Appeals Support.



Community Outreach

PM AM's current processes and messaging provide an ongoing message to the community about the issue that the Alarm Program addresses. As an example, the content on the web page that PM AM constructed for the City includes the alarm ordinance which states why the city has this ordinance. By providing The Alarm Company Portal the platform will highlight addresses that are not permitted and empowers PM AM to reach out to these citizens and inform them that they need to permit and increases compliance and awareness of the Alarm Program

This section meets the requirements of the RFP listed under Scope of Services, Requirements, Community Outreach.

Projected Organization and Staffing

PM AM is the primary company for this project and will use no sub-contractors to fulfill its obligation.

Monica De La Rosa is the Program Lead for the City of Pembroke Pines and supported by a team in the Dallas office, we have included the team's experience and years of service in this proposal.

This section meets the requirements of the RFP listed under Scope of Services, Requirements, Project Organization and Staffing.

PROJECT METHODOLOGY

After a thorough analysis of the 's specific false alarm billing and tracking services requirements and objectives, the PM AM FAMS **100% web-based** turn-key solution will be comprised of **10 core processes** to deliver upon the 's program expectations.

- | | | | |
|---|----------------------------------|----|---------------------------------|
| 1 | Alarm Permitting and Renewal | 7 | Hearing and Appeals Support |
| 2 | False Alarm Tracking and Billing | 8 | False Alarm Reduction Processes |
| 3 | CAD | 9 | Public Service Information |
| 4 | Collections | 10 | Data Security and Reliability |
| 5 | Customer Service | | |
| 6 | Reporting Analytics | | |

01

ALARM PERMITTING AND RENEWAL

PM AM maintains the alarm permit information for the in real time. Citizens and businesses can apply online for permit registration or can use traditional paper applications.

FAMS customer service staff is always available and are trained to provide step-by-step guidance to callers for completing the permit application. This service is available in English, Spanish and 175+ other languages as required by the caller. Messages left after-hours are returned the next business day.

PM AM was the first alarm service provider to launch its 100% web-based alarm company engagement web portal in 2005. PM AM has an established relationship with national level alarm companies to manage cities expectations with the alarm companies. PM AM's alarm portal plays an important role in managing customer data of alarm companies in a speedy and timely fashion. This seamless process ensures that alarm permits are acquired by existing, as well as new alarm-holders.

The alarm company portal allows PM AM processes to identify non-permitted alarm company customers. Additionally, PM AM validates that all false alarms are matched to valid permit holders. All non-permit holders who have false alarms, along with non-permitted locations of Alarm Company customers, are engaged through notices, bills and phone calls. This list of non-permitted locations are made available to officials.

The Right Information
Alarm permit
information is always
available 24 x 7

Alarm company portal
will help find the non-
compliance citizens

USPS® Address
integration, mail always
delivered

All the addresses are GIS verified before they are allowed to be stored in FAMS. This process certifies that the permitting and alarm management service is offered to only addresses that are in the City. PM AM has followed this process since its inception.

PM AM's citizen self-service portal is custom-designed to match the website appearance and is integrated with the 's existing website, striving to create a safe, transparent, and risk-free environment to the community. The portal makes the permit application process easy and accurate, and completed applications are presented to the citizen for review prior to submission.

PM AM's custom-designed videos, available at the citizen portal empowers citizens in learning the permitting and payment processes. This innovation was introduced by PM AM in 2009. This process has since become an industry standard, followed by all other players.

FAMS at the minimum maintains the following information for the permits. Additional information as requested by the can also be captured.

- Permit number
- Permit issue date | Expiration/Renewal date.
- Permit name, alarm site address with apt/suite #, phone number, and email address of the person responsible for proper maintenance.
- Type of property (residential | commercial | exempt).
- Permit Type: Permit holder | non-permit holder
- Permit Status: Active | Inactive | Cancelled | Suspended etc.
- Billing name, address and contact information (if different).
- Holder name, address and contact information (if different).
- Name, address and contact information for the alarm company responsible for installing | monitoring the alarm system.
- Type of alarm system
- Date of installation
- Names and phone numbers of contact persons.
- Date of 1st and subsequent suspensions
- Date of reinstatement etc.

Additionally, FAMS provides multiple portals to the staff, dispatchers and officers, allowing them to search or cross reference permit information by permit holder name, address and multiple search criteria to view the account history and alarm enforcement actions. These portals also allow the staff to review and audit all data associated with permits, collections, monthly statements, as well as run ad hoc reports as needed.

Example: In 2012, the City of Houston underwent a financial audit conducted by external auditors. The City of Houston False Alarm Management program, which generates over \$10M in revenue, was included in the scope of the audit, and Houston requested that PM AM provide reports and transaction details for all citizen accounts for the auditors to review. PM AM provided all required reports and data within 7 days. **There were zero exceptions found by the auditors.**

Permit Renewal

Our rule-based billing process eliminates errors and sends accurate permit renewal notices to citizens. Several reports are reviewed by the Billing Specialist to verify all permit renewal notifications have been processed correctly. As mandated by the 's Alarm Ordinance, FAMS provides well-defined processes to generate approved letters, invoices and electronic notifications to residences and businesses. Notices are sent 45 days prior to the permit expiration date, thus providing ample time to citizens to pay and remain compliant with the 's Ordinance.

Continually Updated Permitting Renewal Payment Information

PM AM provides citizens an opportunity to update the responsible party and key holder information in real time in the citizen portal or by informing PM AM through phone calls or written correspondence. Such best practices result in assisting police officers responding to alarm calls/emergencies.

02

FALSE ALARM TRACKING AND INVOICING



False Alarm billing module is flexible, configurable and works on the rules engine that are incorporated from the 's Alarm Ordinance.

False Alarm Incidents can be imported into FAMS daily without any operator intervention. Incidents are matched and billed on a frequency as approved by the City. The false alarm fines and the billing frequency can be modified at any time during the contract period.

FAMS is a configurable solution with the flexibility to modify alarm ordinance attributes to reflect new changes in the alarm ordinance as needed. This allows our customers to make changes or adopt revisions to their ordinance from time to time without worrying about PM AM's ability to incorporate these changes.

Based on this customizable rule-based solution, FAMS adopts the billing criterion and all associated fees including false alarms charges that are billable based on the location type (residential, commercial, exempt) false alarm count, and the total fine for each location.

Invoices are sent to the citizens to inform them of any violations of the alarm ordinance on a frequency specified by the City. The invoices provide historic false alarm details and fines so the recipient is able to cross reference the invoice with the 's municipal code requirements.

This provides your citizens the confidence in the alarm program and they pay their invoices in time. Invoices are sent with the following information:

- Account number, Invoice number and Invoice date
- New incidents for false alarm. All incidents are verified by FAMS business rules that are initially set and tested in accordance with the ordinance

- Time, date, type, sequence number, and response fee for each new incident.
- Amounts paid, adjustments
- Amount of previously unpaid or delinquent response fees outstanding
- Procedure to appeal a response fee
- History of incidents etc.

FAMS provides multiple portals to the City staff, dispatchers and officers allowing them to search or cross reference permit information by permit holder name, address and multiple search criteria to view the account history and alarm enforcement actions. These portals also allow the City staff to review and audit all data associated with the permits, collections, monthly statements and run ad hoc reports as needed.

All correspondence including invoices, delinquent notices, email notifications, permit applications etc. are approved. Once citizens receives these notifications, they have several ways in which to pay the bills:

1. Go to secure citizen web site and pay
2. Pay through their phone using FAMS- ALARM app
3. Send payments through USPS mail
4. Walk-in to the 's cashier desk

Citizens with questions call a toll-free number that is provided on the bills. Trained and tenured Customer Support Representatives handle their questions and provide them the right platform to pay their bills.

- Current best practices in alarm ordinances include a provision for the suspension and reinstatement of alarm response based on criteria defined by the agency, e.g. too many false alarms or non-payment of alarm fees or fines. Efficient enforcement of these types of provisions require dispatch operators to know which locations are changed to or from a "limited/no response" status, the interface with Motorola will be very useful in accomplishing this goal;
- In addition, we find that increasing numbers of Dispatch Operations seek actionable information gathered in the alarm permit process such as current alarm system contacts and site conditions to enhance officer and public safety. The interface between the alarm management system and the 's Motorola CAD system will facilitate such information to the dispatch.

PM AM maintains a comprehensive IT Disaster Recovery and Business Continuity plan that ensures daily backup of our application's critical data to achieve recovery point objective of 24 hours.

03 CAD



PM AM will continue to acquire Cad Data as it has over the life of the existing program.



FAMS™ | CAD Communication Interfaces

04

COLLECTIONS



PM AM routines realizes the highest collection rates in the Industry for our partner cities.

The FAMS accounts receivable solution is a complete integrated solution which maintains all invoices, payment details, statements, and financial accounting details and is available to the officials on a real time basis. Additionally, PM AM provides a monthly financial report with full details of invoices, payments, adjustments, refunds etc.

PM AM takes the full responsibility of collecting all fees, fines and charges of delinquent accounts and depositing them through a lock box bank account.

From time to time, PM AM comes across delinquent accounts where proper information is not available. PM AM uses additional steps as outlined below to recover the fines and charges on the delinquent accounts.

Return Mail and Collections through Skip Tracing

PM AM employs a proactive and reactive skip tracing processes to process return mail and track alarm users to clear outstanding balances in a timely fashion by tracking their contact information changes. Our most effective skip tracing process is a proprietary database that is number one in the nation and is routinely used by law enforcement agencies as well. This service comes at a high cost, but PM AM invests in such services and tools to ensure our leadership in the industry.

We also use the following methods for skip tracing:

Forwarding Addresses

PM AM has identified processes and software that is updated every 10 days by USPS and provides forwarding address information to PM AM. This enables PM AM to track and reach out to debtors and forward outstanding invoice information to the correct addresses.

Integration With 's Water/Utilities Database

PM AM has developed processes to integrate perform skip tracing through various cities water/utilities database and provides citizen's updated address and phone number. Such processes provide most up to date and accurate information. PM AM utilizes this information to engage with citizens who have moved to a new address in the City but have not paid the outstanding charges.

Other Skip Tracing Methods

PM AM has also developed processes to perform skip tracing utilizing several other informational databases. These databases include:

<ul style="list-style-type: none"> • Online Criss-Cross Directories • Google 	<ul style="list-style-type: none"> • Contacting the alarm companies • Yellow Pages
--	--

FAMS provides multiple portals to the staff, dispatchers and officers allowing them to search or cross reference permit information by permit holder name, address and multiple search criteria to view the account history and alarm enforcement actions. These portals also allow the City staff to review and audit all data associated with the permits, collections, monthly statements and run ad hoc reports as needed.

PM AM at its own expense, regularly performs an audit of its financial controls, data security and alarm management services through an independently- certified firm and shall be delighted to share its latest **SSAE- 16 SOC I** report, as needed by the City.

Collection Process

The processing of all funds associated with the FAMS environment is thorough and complete.

The FAMS collections system includes the ability to:

- Input cash receipts indicating which charges/fees to apply payment;
- Apply partial payments;
- Process payments the same day
- Process and record returned checks;
- Accept credit card payments transactions via the Mobile app, online and phone;
- Accept bank routing information for online e-payment transactions.

Adjustments

FAMS allows adjustments that the City officials may deem necessary on the invoices that were sent out. An example of this is an alarm that was disposed of as false and later it was determined to be true but the information of the alarm being true was not communicated to PM AM. In such events FAMS allows a functionality to enter the true alarm for a prior date. This aids in the documentation for any adjustments/cancellations that are requested by the City.

Refunds

Alarm Companies/citizens at times may send overpayments, PM AM has a transparent process through which all refund requests go through two levels of authorization and are submitted to the City for taking the appropriate action. Once payments are received from the City, PM AM will remit a refund check to the individual/business accounts and or alarm companies.

Meeting Collection Goals

PMAM's ability to meet up to 90%+ collections goal is based on utilizing FAMS collection processes as outlined in this section and supported by the other program process areas. FAMS uses scientific processes and payment trend analysis to identify which outstanding collections require attention. Additionally, PMAM's ability to deliver superior service from its Customer Care Center will create a great customer experience for the 's citizens. PMAM has utilized these processes to deliver the highest collection percentages possible with its current partners.

Increased Alarm Program Margins

PM AM's relationship with industry leader, Pitney Bowes is almost a decade old. During this period, both sides have collaborated to create unique processes that fulfill the current

demand of accuracy and speed with which large volumes of postal mail needs to be sent out every month.

PM AM utilizes the current mailing technologies that qualify its mail for bulk mail discounts, this will deliver additional costs savings to the City.

Undeliverable Mail

USPS national studies suggest that 17 percent of consumers and almost 20 percent of businesses move every year and the cost of handling "Undeliverable as Addressed" (UAA) mail is estimated at \$2 billion annually. Advanced technology solutions are now available that constantly update the most current address information into the United States Postal Service database.

The Industry estimates that the 17% inaccurate mailings could cost the City a substantial amount of the false alarm revenue. This otherwise unrecoverable revenue is easily collected by PM AM as we use processes for eliminating mailing errors for our partner cities include using the forwarding information for alarm holders to reduce incorrect addresses, wasted mailings and utilizing latest industry leading solutions to obtain updated and current address information prior to mailing.

05

CUSTOMER SERVICE



Citizen Self-service web portal

FAMS is a safe and reliable self-service web portal that is custom built for each City. This portal allows the citizens to complete online payments, educate citizens about false alarm reduction methods, complete alarm awareness with optional online tests etc. It is critical to give citizens a self-service portal with 24 hours, 7 days a week availability.

The City of Pembroke Pines citizen web portal at a minimum will accomplish the following objectives:



Alarm & Billing History

Citizens can log into FAMS secured area to check all historical False Alarms history, unpaid bills, and contact information. Citizens can access such information at no additional cost or fee. Most importantly, citizens are able to update their contact information online.

This will enable first responders to have the most accurate data for each alarm location.



Bill Payment

Citizens will routinely pay bills from the comfort of their home using FAMS easy-to-use, no-hassle, reliable, and proven citizen portal. FAMS citizen portal is secured through 256-bit encryption and is PCI compliant.



Citizen Education & Awareness

Citizens can review the educational content focused on reduction of false alarms and also undergo the false alarm prevention class. Citizens with limited access to internet/knowledge to internet will be able to receive the educational material via USPS. They can also review information related to the 's alarm ordinance like fine schedule, police response, appeal process etc.



Email Notifications

Citizens receive email notifications for outstanding bills, payment confirmations etc.

Citizens can also opt-in to receive email notifications on false alarms educational material as well as tips to reduce false alarms.

Permit holders are also provided an option of paying by USPS mail, FAMS has provisions so the City can process walk-in citizen payments at the 's cashier desk, additionally PM AM provides payment by phone apps, as well as through an automated IVR phone system. All payments are deposited to a designated bank account.

Security Alarm Company Self-Service Portal

PM AM engages Alarm security companies through a portal that is specifically built for the security companies, PM AM has invested significant research and money for creating this engagement strategy for the security companies. Some of the main functions are listed below:

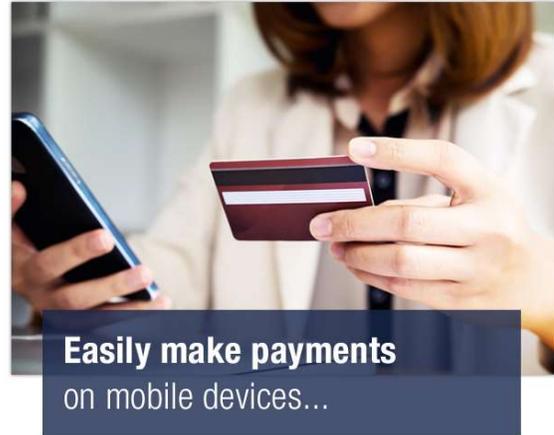
- **Compliance** – Alarm security companies check their customer list to determine if all of their customers are compliant with the City ordinance. This way, alarm companies can update the missing alarm customers that require alarm permits.
- **Identifying Non-Compliance** – PM AM also requests alarm security companies to upload their customer lists to this portal, so FAMS can identify non-compliance.
- **Reduction of False Alarms** – PM AM routinely provides security companies with a list of the 's high alarm violators and ask for assistance that their systems are operating correctly. Identifying systems operating outside of tolerances can significantly reduce false alarm calls.
- **Self-service Capability** – The self-service portal has several reports so the alarm security companies are more engaged with the 's alarm program.

The following email from a Police Chief goes a long way in establishing that this process of PM AM is of immense help to the cities.



Mobile Strategy

PM AM defined its mobile strategy in 2014 and launched its full-service Smartphone apps for iOS and Android devices. Using these apps, cities have an option to push notifications to the citizens through Smartphone apps that helps in reducing the false alarms at the same time, providing ease to the citizens to pay as well as perform all functions that they can perform through written correspondence or at the citizen website.



In 2017, PM AM launched a full-fledged Smartphone app meant only for City employees in different departments, this app identifies the non-compliant/permitted locations that are operating alarm systems without a permit. officials find this app very helpful in engaging the business community through multiple channels and departments.

PM AM's recent innovation in the social network space is to create an app for the citizens where they can perform all alarm related functions from the comfort of Facebook and other social media platforms.

These latest platforms that are intuitive and easy-to-use are best explained during in-person demonstration.

Citizens hesitant to over-populate their phones with apps can also view the citizen website that automatically presents the Mobile version on Smartphones.

Customer Service Center

The City will have dedicated toll-free calling number for its citizens to contact the PM AM service centers. This allows them to easily apply for a permit, obtain account information, understand the 's ordinance and receive immediate assistance from multiple customer care representatives for questions related to permits, billing, payments and the alarm ordinance.

This is in addition to the citizen web-portal and Mobile apps that are available to the citizens. PM AM Customer Support Group provides services in English, Spanish and also offers translation services in 175+ different languages.

All PM AM staff undergo a comprehensive background and drug test and as such, the company has zero tolerance for the use, possession of drugs or alcohol, or being under the influence of such controlled substances while on duty.

Our Customer Care Representatives are well-trained in alarm-related questions. It has been our experience that the trained customer service representatives are able to resolve 90+ percent of issues in a single call, outside of appeals process where the decision comes from City Officials. PM AM has integrated email and fax platforms in FAMS, resulting in

- Emails are sent to the citizens before the phone conversation is concluded.
- Businesses preferring a fax message are sent requested information via fax before the phone conversation is concluded.

PM AM has the **Same Day Call Back Policy** in place for any voice messages left after office hours, this results into high level of customer satisfaction.

All calls are monitored by the customer support supervisors in real-time. They are able to listen to live service calls and coach the customer service team in providing superior customer service. Supervisors are mandated to undertake Call Quality Audits on a regular basis and document the findings. These audits are reviewed by the Director of Operations and becomes the basis to conduct training sessions to continually improve Customer Care team's performance.

PM AM's Support Centers have a built-in redundancy so in an event of a natural disaster if support center is impacted, the customer support operations can be transferred to other support centers within 15 to 30 minutes. Currently, PM AM operates customer support centers in Dallas, TX, Houston, TX and Colorado Springs, CO.

Customer Care Philosophy

PM AM understands that the City has high customer service expectations. PM AM seeks the highest degree of professionalism and courtesy in our service representatives and provides extensive customer service training to each employee before they start taking live calls.

Our Customer Care team are constantly reminded of courtesy and professional standards

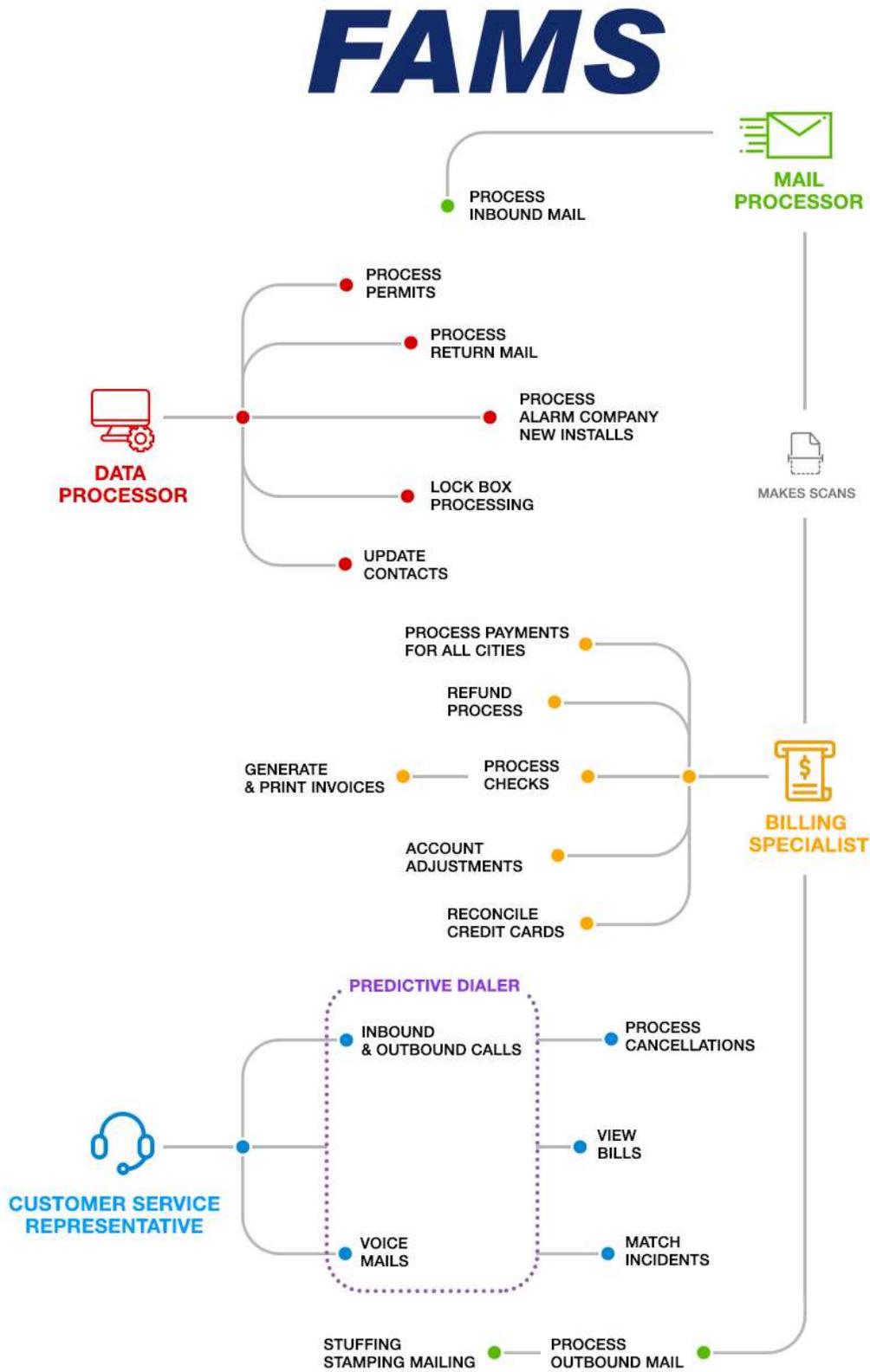
- Clearly identify yourself, the nature of the call and what action is required of the alarm user.
- Provide a call back telephone number.
- When finding it difficult to get business alarm users, try to call early in the morning or later in the evening when more time may be available.
- Remember the difference between customer service and citizen service. You are representing the City and the person you are calling expects their government to be very responsive.
- Answer the phone pleasantly and maintain a pleasant demeanor while on the phone.
- Know the ordinance and all information regarding its compliance.
- Keep remarks of the contacts you make in the FAMS notes section. These notes are crucial for future contact of when City officials wish to check on an alarm user citizen account. Note dates for follow-up.
- Know what you want to say before returning a call.
- Do not do things such as open mail, do paperwork while on the phone. The person you are talking with will know you are distracted.
- Before disconnecting the call, one should recap the reason for the call, the resolution provided and that the expectation has been met and caller is satisfied.

Citizen Service Representative Team

The alarm administration team includes specific roles and specialists:

- Alarm Matching Specialist
- Billing and Payment Specialist
- Customer Care Specialist
- Document Specialist

Figure 1 Our Customer Care Team Roles



06

REPORTING | ANALYTICS**Reporting and Data Management**

PM AM has a large user community that constantly provides its inputs, PM AM places a special attention to these very important and valuable inputs. As a result, FAMS currently caters to more than 100 reports, all these reports are available to the City alarm administrator and other officials through the administrative web-portal.

The ever active user-community of FAMS had expressed a need of having these reports in a format that can be integrated with other reports, for this purposes PM AM has made the majority of the reports available in Microsoft Excel and PDF formats. These as well as future reports are available to the City at no additional cost.

We have listed a few reports that we believe are more relevant to the City of Pembroke Pines and provides insight on FAMS reporting capability to the :

- Monthly report of all revenue collected and deposited along with its details.
- Number of permits issued and renewed.
- Number of alarm calls including the false alarms by count and site type.
- Full alarm history including appeal, reviews and final disposition of the review;
- Details of bills generated for permit issuance, renewal, false alarm fines etc.;
- Details of fees and fines received for permit issuance, renewal, false alarm fines etc.;
- Details of violations/citations issued and collected for failure to obtain a required permit.
- Listing of alarm users by number, name, address, alarm company or police districts
- Outstanding bills with aging of past due balances 30 days, 60 days etc.
- Top offenders list with ability to break down by hours, days, months, etc.;

Dashboards and Analytics Reports

PM AM's innovative journey of building drillable dashboards started with its first client in 2004. This functionality has since been copied by almost all industry players however cities still enjoy the unique prospective that FAMS presents them through its dashboard and analytical reports.

07

HEARING AND APPEALS SUPPORT



FAMS has an intuitive appeals function that has all the information required by the hearing officer. The City has following 2 options for conducting the appeals.

In-Person Hearings

When a citizen elects the option to have an in-person hearing, the invoice provides the needed information to call FAMS Customer Support, or fill out a form provided on the citizen website and submit it by email or USPS to request the hearing.

Alternatively, in cases where the permit may have been revoked due to excessive false alarms, a revocation notice is mailed to the citizen along with the instructions to request an appeal hearing. The FAMS solution provides a function for scheduling appeal hearings that allows the City to schedule the requested hearing in the time slots that the hearing officer has notified FAMS that he or she is available. This is similar to the court docket system.

Alternative Process for Appeals by Mail

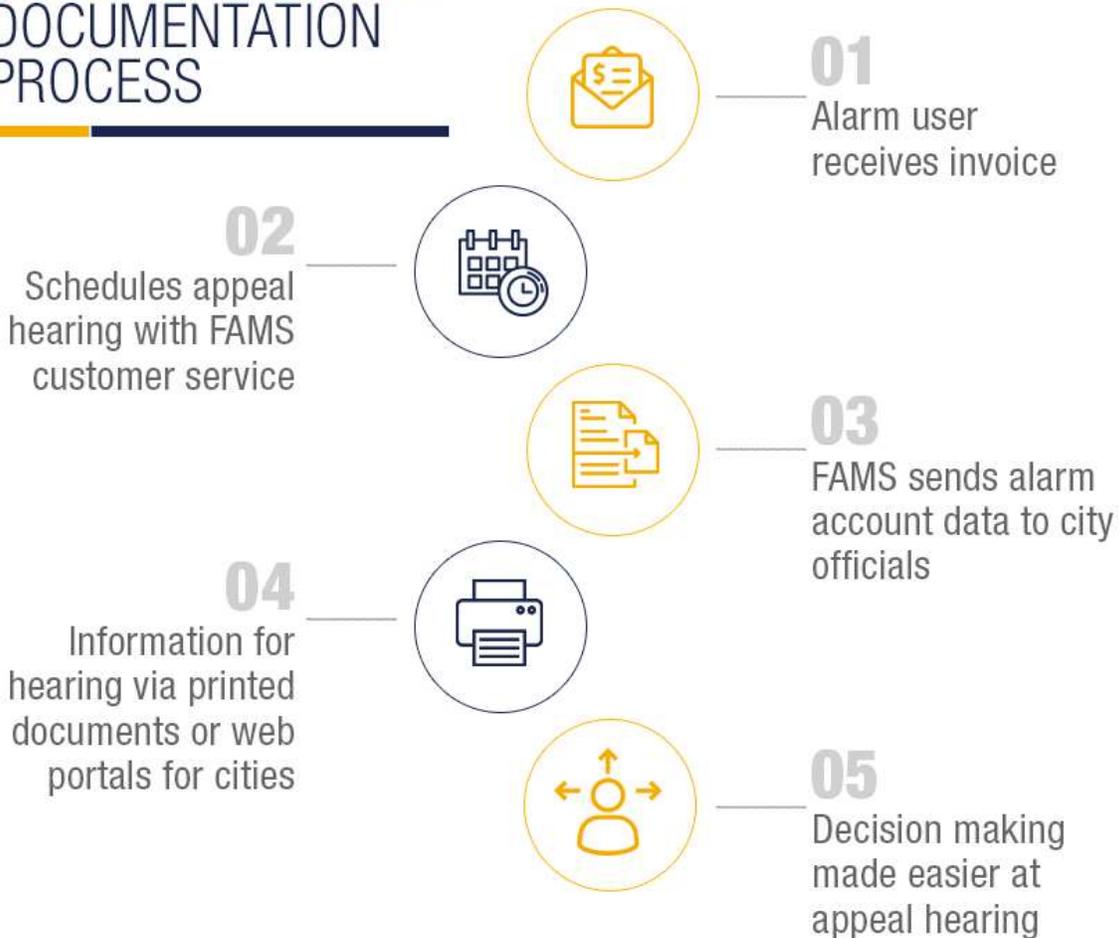
When a citizen elects to appeal, the CSR who takes the information by phone or by mail will submit the appeal request on citizen’s behalf for the hearing officer to review at his or her convenience.

In the case of both in-person hearings and appeals by phone, the hearing officer enters the appeal decision into the FAMS solution. Once this information has been provided, a FAMS CSR will generate a notice to the contestant providing the appeal’s decision.



Appeals - Hearings
as simple as holding them from your local Starbucks.

APPEALS HEARING DOCUMENTATION PROCESS



08

FALSE ALARM REDUCTION PROCESSES



PM AM has a 360-degree view of the false alarm problem and it has devised a comprehensive outreach and educational approach to engage citizens as well as business communities. It starts with:

Repetitive False Alarm Violators Identification

FAMS has specific reports that present repeat offenders who are responsible for high number of false alarms.

Outreach by phone calls

All false alarm locations receive a courtesy phone call from PM AM educating them about the problem and the steps they can take to avoid future false alarms and avoid financial liabilities.

Educational CD

In 2007, this approach was modern and innovative. Since its launch by PM AM, the industry has adopted this practice and this engagement strategy is offered by almost all industry-players. The CD educates alarm users about the impact of the false alarms on police resources and how such calls take otherwise limited police resources away from true emergencies. This educational CD is available in English and Spanish languages. The CD is provided by PM AM, at no cost to the City.

Online False Alarm Academy

The False Alarm Academy is an online school that allows your citizens to learn false alarm prevention strategies and complete a test for understanding how to prevent future incidents. The Academy can be established as part of an online process with a secure login/password.

09

PUBLIC SERVICE INFORMATION**Citizen Outreach Plan**

The PMAM outreach team will create a comprehensive citizen outreach plan in coordination with the City staff to create public awareness about the alarm ordinance to the residents and businesses through multiple channels. The plan will include the following elements:

- Public announcements in community newspapers
- Water bill inserts
- Content of the False Alarm Reduction Academy
- Newsletter updates and website content



FALSE ALARM CALLS ARE A SERIOUS PROBLEM

97-99%

ALARM CALLS RECEIVED ARE FALSE

All alarm users in Pembroke Pines, FL are required to register their alarms with the and operate their alarms in an efficient manner.

PEMBROKE PINES, FL



Reduce

false alarm calls
by operating your
system properly



Register

your alarm and get
the permit renewed
every year



Improve

the efficiency of
public safety
agencies



PEMBROKE PINES, FL

eGovernment Center: <https://www.pines.com/>
Mailing Address: xxxxxxx, xxxxxxx, xxxxxxx, xxxxxxx
Physical Address: xxxxxxx, xxxxxxx, xxxxxxx, xxxxxxx
Hall Annex Address: xxxxxxx, xxxxxxx, xxxxxxx, xxxxxxx
Switchboard: 000-000-000
TDD: 000-000-000

Water Bill Insert

IMPORTANT CITY NOTICE

ALL ALARM SYSTEMS MUST HAVE A PERMIT

All homeowners and business owners within Pembroke Pines, FL, are required by Resolution #XX-XXXX to register their home and / or business alarm systems.

The annual registration fee for a Residential burglary alarm system without a panic alarm system is \$XX and is \$XX with a panic alarm system.

The annual registration fee for a non-residential burglary alarm system without a panic alarm system is \$XX and \$XX for a hold-up or panic alarm system.

Failure to register the alarm system can result in a misdemeanor with fine of up to \$XX.

To avoid penalty, register your alarm system with Pembroke Pines, FL, by using one of the following options:

ONLINE
REGISTER AND PAY

www.ppin.es.com
[Select Alarm Registration]

MAIL
CHECK TO

Pembroke Pines, FL
Alarm Program
P.O. Box XXXXX
XXXX XXXX XXXXXXXX XX.
Pembroke Pines, FL 33025

10

DATA SECURITY AND RELIABILITY**Cyber Security and Service Level Agreements**

FAMS is a **100% web-based** solution and does not require any hardware, peripherals or any **foreign- devices** to be introduced in the cities secure IT environment.

PM AM's False Alarm Management Solution (FAMS) is designed, developed and deployed per the robust and time-proven 256-bit Secured Socket Layer (SSL). SSL ensures an encrypted link between the server and the client and transfers the data using 256-bit encryption. FAMS has an inbuilt mechanism to also support legacy browsers that have limitations and can only work with 128-bit SSL encryption. Access to key menus that are important and considered valuable like billing, payment processing at PM AM's end etc. is further restricted, and such options are only available to known and approved IP addresses. This way, intrusion from unknown IP addresses is restricted.

The access to FAMS application is allowed through authenticated login credentials only and the access is available only to authorized users. The user authorization and authentication determines the menus that are available to the user who has logged in through a password verified process. All passwords are first encrypted using the Microsoft certified techniques before these data elements are stored in the database. This way, even the database visibility does not reveal a password. This scheme is applicable to all users with no exceptions.

PM AM provides a hosted False Alarm Management solution to the City. The hosting is provided by Rackspace Hosting, a top tier dedicated hosting company located in the United States. The servers are dedicated servers of PM AM with security to provide limited access to approved IP addresses along with other standard security measures like firewall

etc. FAMS system availability uptime and responsiveness is directly correlated to Rackspace's leadership in providing optimal data center and application hosting services. ***Since 2004, FAMS has never experienced a downtime incident.***

All system updates and upgrades are performed by PM AM staff and are inclusive to the program at no additional fees or costs to the City.

Data Security Practices

Rackspace follows strict security practices

Physical Security

- Data center access limited to Rackspace data center technicians
- Biometric scanning for controlled data center access
- Security camera monitoring at all data center locations
- 24x7 onsite staff provides additional protection against unauthorized entry
- Unmarked facilities to help maintain low profile
- Physical security audited by an independent firm

System Security

- System installation using hardened, patched OS
- System patching configured by Rackspace to provide ongoing protection from exploits
- Dedicated firewall and VPN services to help block unauthorized system access
- Data protection with Rackspace managed backup solutions
- Optional, dedicated intrusion detection devices to provide an additional layer of protection against unauthorized system access
- Distributed Denial of Service (DDoS) mitigation services based on our proprietary Rackspace PrevenTier™ system
- Risk assessment and security consultation by Rackspace professional services teams

Operational Security – the Rackspace Infrastructure

- ISO 17799-based policies and procedures, Regularly reviewed as part of our SAS 70 Type II audit process
- All employees trained on documented information security and privacy procedures
- Access to confidential information restricted to authorized personnel only, according to documented processes

- Systems access logged and tracked for auditing purposes
- Secure document-destruction policies for all sensitive information
- Fully documented change-management procedures
- Independently audited disaster recovery and business continuity plans in place for Rackspace headquarters and support services

Operational Security – Customer's Application Environment

- Best practices used in the random generation of initial passwords
- All passwords encrypted during transmission and while in storage at Rackspace
- Secure media handling and destruction procedures for all customer data
- Rackspace Security Services can provide guidance in developing security processes for compliance programs

All these processes are responsible for providing a secure and fail-safe private cloud solution to the City.

TAB 4 PROJECT COST

PM AM proposes a revenue split with the City according to the following revenue (total permit fees, renewal fees, false alarm fines, reinstatement fee, civil penalties, late fee, alarm company civil penalties and any other fees or fines) amounts

PM AM proposes the below split of monthly alarm program fees collected:

Pembroke Pines	80%
PM AM	20%

The charges of cost of mailing incurred and Credit card Convenience fee in connection with the Services rendered under this Agreement by PM AM shall be paid by the Program before the split of monthly revenue collected.

PM AM shall continue the existing Bank arrangement as set by the city of Pembroke Pines.

PM AM will pay for all other costs including paper stock, educational materials, set-up fees, equipment (including hardware, hosting charges and software) tools, personnel, utilities, etc. that are required for administering the false alarm billing and tracking program for the Township.

PM AM does not charge any fees towards ongoing system maintenance, including...

- No... Implementation Fees
- No... Annual Renewal Fees
- No... Data Conversion Fees
- No... Pre / Post Implementation Technical Support Fees

In summary, PM AM is committed continuing to be as responsive to the 's false alarm reduction and its program financial goals as it possibly can.

The PM AM | FAMS platform is powered by **100% Cloud and Web-based** architecture to continue to meet the "24/7, real-time, browser-based" administrative and executive needs of the , as well as to provide the desired interactive and convenient experience for its citizens.

The PM AM | FAMS solution proposed is the only **100% Cloud and Web-based** system in the alarm administrative services industry meeting this standard and requires ***no foreign devices*** or ***software*** to be introduced into the 's technology footprint.

Contract Statements

PM AM submits this proposal for an initial term of three (3) years with an option for one (1) three (3) year renewal subject to written approval by both parties.

All data relating to the alarm permits are owned by the City. PM AM shall return the City's data including records, files, databases and related project information and material in an agreed-upon format at the end of the contract term if the contract is not renewed, or upon any earlier termination.

PM AM has an existing contract with the city of Pembroke Pines and would be willing to enter into similar terms and conditions contract. PM AM also fulfills all insurance requirements as provided in the RFP.

Termination by Contractor in the Event of Fee Reduction by changes to the City Ordinance – Should the change its ordinances during the term of the Agreement which provide for a reduction in the fees, and or related fines and charges, PM AM reserves the express right to re-enter into good faith negotiations with the to modify the fee schedule and pricing accordingly, and shall give the written notice of its desire to renegotiate.

Due to winter storm, we are facing power outage since 14th Night and we are not able complete final review of the response, in case, city finds any details missing, PM AM will promptly provide the information.

TAB 5 OTHER COMPLETED DOCUMENTS

1.5.2 ADDITIONAL INFORMATION

Insert 2014 Service Agreement



Headquartered in Dallas, Texas, PM AM Corporation is a leading Information Technology and Consulting company that delivers cutting-edge technology solutions to enable its clients to do business better. Our experts are driven to deliver meaningful technology solutions and winning business outcomes. At PM AM, we have deep industry experience, technical excellence, and 360 degree view of business technology that help us to make our clients future-ready. Our flexible delivery models and agile methodologies have enabled us to devise and execute solutions ensuring our clients' success.

PM AM Corporation

5430 Lyndon B Johnson Fwy #370, Dallas, TX 75240

Phone: 972-831-7400

Fax: 972-831-7499

Email: sales@pmam.com

Website: www.pmam.com

2/17/2021

BidSync

p. 75

Supplier: PMAM Corporation



City of Pembroke Pines

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH **PD-21-02** titled “**False Alarm Billing and Collection Services**” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder’s submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY: **PM AM Corporation**
 STREET ADDRESS: **5430 LBJ Freeway, Suite 370**
 CITY, STATE & ZIP CODE: **Dallas, TX 75240**

PRIMARY CONTACT FOR THE PROJECT:

NAME: **James David Moss** TITLE: **Vice President, Sales**
 E-MAIL: **davem@pmam.com**
 TELEPHONE: **972-831-7404** FAX: **972-831-7499**

AUTHORIZED APPROVER:

NAME: **James David Moss** TITLE: **Vice President, Sales**
 E-MAIL: **davem@pmam.com**
 TELEPHONE: **972-831-7404** FAX: **972-831-7499**
 SIGNATURE: **James David Moss**

B) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.5 “Proposal Requirements” of the bid package?

Attachment A - Contact Information Form	Yes <input checked="" type="checkbox"/>
Attachment B - Non-Collusive Affidavit	Yes <input checked="" type="checkbox"/>
Attachment C - Proposer’s Completed Qualification Statement	Yes <input checked="" type="checkbox"/>
Attachment F - References Form	Yes <input checked="" type="checkbox"/>

Did you make sure to update the following documents found under the “Vendor Registration” group of “Qualifications” on the BidSync website for the City of Pembroke Pines?

Vendor Information Form	Yes <input checked="" type="checkbox"/>
Form W-9 (Rev. October 2018)	Yes <input checked="" type="checkbox"/>
Sworn Statement on Public Entity Crimes Form	Yes <input checked="" type="checkbox"/>
Local Vendor Preference Certification	Yes <input checked="" type="checkbox"/>
Local Business Tax Receipts	Yes <input checked="" type="checkbox"/>
Veteran Owned Small Business Preference Certification	Yes <input checked="" type="checkbox"/>
Equal Benefits Certification Form	Yes <input checked="" type="checkbox"/>
Vendor Drug-Free Workplace Certification Form	Yes <input checked="" type="checkbox"/>
Scrutinized Company Certification	Yes <input checked="" type="checkbox"/>

C) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

Base Option:

Item #	Item Description	Total Cost
1)	Percentage of the fee requested to be paid to the proposer as a portion of the revenue collected	Price to be Submitted Via BidSync

Supplier: **PMAM Corporation**



City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

BIDDER is the **PM AM Corporation** ,
(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.

Printed Name/Signature **James David Moss**

Title **Vice President, Sales**

Name of Company **PM AM Corporation**

Supplier: **PMAM Corporation**



City of Pembroke Pines

Attachment C

PROPOSER'S QUALIFICATIONS 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:

PM AM Corporation
5430 LBJ Freeway, Suite 370
Dallas, TX 75240

PROPOSER'S License Number: **75-2804 067**

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

Number of years your organization has been in business **21**

State the number of years your firm has been in business under your present business name **21**

State the number of years your firm has been in business in the work specific to this solicitation: **21**

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

Pankaj Kumar, Chief Executive Officer & Chairman of the Board
Mahima Kumar, President & Secretary

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

N/A

At what address was that business located?

5430 LBJ Freeway, Suite 370
Dallas, TX 75240

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Marsh & McLennan Agency LLC
8144 Walnut Hill Lane, 16th Floor
Dallas, TX 75231
972-770-1414

Have you ever failed to complete work awarded to you. If so, when, where and why?

No.

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes.

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

No.

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

None.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

None.

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

None.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

None.

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

No.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

No.

Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

We have been managing the City of Pembroke Pines False Alarm Billing and Collection Services program since 2014.

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.

PM AM Corporation
(Company Name)

James David Moss
(Printed Name/Signature)

Supplier: **PMAM Corporation**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Hialeah**

Address:

City/State/Zip: **FL**

Contact Name: **John Erick Rojas** Title: **Manager**

E-Mail Address: **jrojas@hialeahfl.gov**

Telephone: **305-953-5302** Fax:

Project Information:

Name of Contractor Performing the work: **PM AM Corporation**

Name and location of the project:

Nature of the firm's responsibility on the project: **To undertake a program similar to Pembroke Pines FL**

Project duration: **Multiple Years** Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible: **To undertake a program similar to Pembroke Pines FL**

Contract Type: **Services**

The results/deliverables of the project: **Satisfied Customer**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Jacksonville**

Address:

City/State/Zip: **FL**

Contact Name: **Lt. Jonathan Randolph** Title: **Lieutenant**

E-Mail Address: **Jonathan.Randolph@jaxsheriff.org**

Telephone: **904-630-5928** Fax:

Project Information:

Name of Contractor Performing the work: **Alarm Billing and Collection Services**

Name and location of the project:

Nature of the firm's responsibility on the project: **To undertake a program similar to Pembroke Pines FL**

Project duration: **Multiple Years** Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible: **To undertake a program similar to Pembroke Pines FL**

Contract Type: **Services**

The results/deliverables of the project: **Satisfied Customer**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Davie**

Address:

City/State/Zip: **FL**

Contact Name: **Deborah Irwin** Title: **Records Manager**

E-Mail Address: **debbie_irwin@davie-fl.gov**

Telephone: **964-693-8225** Fax:

Project Information:

Name of Contractor Performing the work: **Alarm Billing and Collection Services**

Name and location of the project:

Nature of the firm's responsibility on the project: **To undertake a program similar to Pembroke Pines FL**

Project duration: **Multiple Years** Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible: **To undertake a program similar to Pembroke Pines FL**

Contract Type: **Services**

The results/deliverables of the project: **Satisfied Customer**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **St John's County**

Address:

City/State/Zip: **FL**

Contact Name: **Debbie Smith** Title: **Program Manager**

E-Mail Address: **dsmith@sjsso.org**

Telephone: **904-810-6622** Fax:

Project Information:

Name of Contractor Performing the work: **Alarm Billing and Collection Services**

Name and location of the project:

Nature of the firm's responsibility on the project: **To undertake a program similar to Pembroke Pines FL**

Project duration: **Multiple Years** Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible: **To undertake a program similar to Pembroke Pines FL**

Contract Type: **Services**

The results/deliverables of the project: **Satisfied Customer**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **St Petersburg**

Address:

City/State/Zip: **Pennsylvania**

Contact Name: **david.dickerson@stpete.org** Title:

E-Mail Address: **david.dickerson@stpete.org**

Telephone: **727-893-7198** Fax:

Project Information:

Name of Contractor Performing the work: **Alarm Billing and Collection Services**

Name and location of the project:

Nature of the firm's responsibility on the project: **To undertake a program similar to Pembroke Pines FL**

Project duration: **Multiple Years** Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible: **To undertake a program similar to Pembroke Pines FL**

Contract Type: **Services**

The results/deliverables of the project: **Satisfied Customer**



EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

- 1. Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
- 2. Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
- 3. Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
- 4. Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at



least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

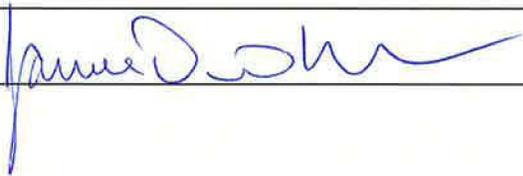
- A.** Contractor currently complies with the requirements of this section; or
- B.** Contractor will comply with the conditions of this section at the time of contract award; or
- C.** Contractor will not comply with the conditions of this section at the time of contract award; or
- D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
 - 1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;
 - 2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;



3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association; or society;
4. The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: PM AM Corporation

AUTHORIZED OFFICER NAME / SIGNATURE: 



**E-VERIFY SYSTEM CERTIFICATION STATEMENT
(UNDER SECTION 448.095, FLORIDA STATUTES)**

1. Definitions:

- a. **“Contractor”** means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
- b. **“Subcontractor”** means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- c. **“E-Verify system”** means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
- c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

- a. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b. If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

PM AM Corporation

COMPANY NAME: _____

James David Moss /

PRINTED NAME / AUTHORIZED SIGNATURE: _____

PMAM Corporation



PM AM Corporation is not a local Pembroke Pines Vendor and doesn't have any a place of business in Pembroke Pines.



LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor. In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME: PM AM Corporation

PRINTED NAME / AUTHORIZED SIGNATURE: James David Moss 



**SCRUTINIZED COMPANY CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, James Davie Moss, Vice President, on behalf of PM AM Corporation,
Print Name and Title Company Name

certify that PM AM Corporation :
Company Name

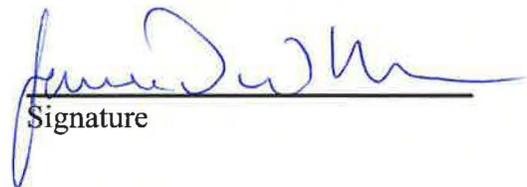
1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

James Davie Moss, Vice President
Print Name / Title


Signature

PM AM Corporation
Company Name



**SWORN STATEMENT ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted PM AM Corporation
(name of entity submitting sworn statement)
whose business address is 5430 LBJ Freeway, Suite 370, Dallas, TX 75240
and (if applicable) its Federal Employer Identification Number (FEIN) is
75-2804-067. (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement: _____.)
2. My name is James David Moss and my
(Please print name of individual signing)
relationship to the entity named above is Vice President.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a



joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

James David Moss

Bidder's Name

PM AM Corporation

Company Name

Signature

02/16/2021

Date



VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. 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 prohibition.
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 employees 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 each 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.

SECTION 2 AFFIRMATION

Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

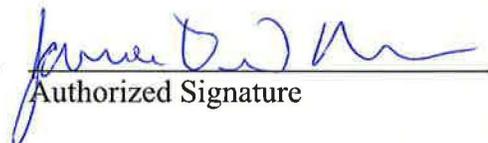
Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.

PM AM Corporation

Company Name

James David Moss

Authorized Signer Name


Authorized Signature



(OFFICE USE ONLY) Vendor number:

Vendor Information Form

Operating Name (Payee)			
Legal Name (as filed with IRS)		PM AM Corporation	
Remit-to Address (For Payments)		5430 LBJ Freeway, Suite 370	
		Dallas, TX 75240	
Remit-to Contact Name:		Mahima Kumar	Title: President
Email Address:		mahimak@pmam.com	
Phone #:		(972) 831-7405	Fax # (972) 831-7499
Order-from Address (For purchase orders)		5430 LBJ Freeway, Suite 370	
		Dallas, TX 75240	
Order-from Contact Name:		Perna Ratti	Title: Accountant
Email Address:		prernar@pmam.com	
Phone #:		(972) 573-4826	Fax # (972) 831-7499
Return-to Address (For product returns)		5430 LBJ Freeway, Suite 370	
		Dallas, TX 75240	
Return-to Contact Name		Perna Ratti	Title: Accountant
Email Address:		prernar@pmam.com	
Phone #:		(972) 573-4826	Fax # (972) 831-7499
Payment Terms:			

Type of Business (please check one and provide Federal Tax identification or social security Number)

Corporation

Federal ID Number:

Sole Proprietorship/Individual

Social Security No.:

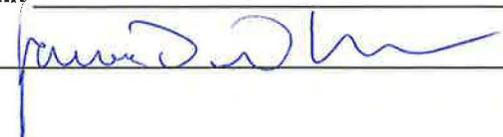
Partnership

Health Care Service Provider

LLC – C (C corporation) – S (S corporation) – P (partnership)

Other (Specify):

Name & Title of Applicant James David Moss, Vice President

Signature of Applicant  Date 2/16/2021



VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

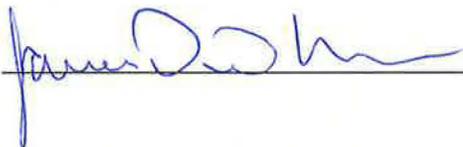
SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

- Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.
- Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: PM AM Corporation

PRINTED NAME / AUTHORIZED SIGNATURE: 

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. PM AM Corporation</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 5430 LBJ Freeway, Suite 370</p> <p>6 City, state, and ZIP code Dallas, TX 75240</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> </tr> </table>					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> </tr> </table>						
or											
Employer identification number											
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7	5	-	2	8	0	4	0	6	7		

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 02/16/2021
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 1.

File ID: 21-0265

Type: Bid

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 04/01/2021

Short Title: Award of RFP #PD-21-02 "False Alarm Billing and
Collection Services"

Final Action: 06/02/2021

Title: MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE
EVALUATION COMMITTEE AND TO AWARD RFP # PD-21-02 "FALSE
ALARM BILLING AND COLLECTION SERVICES" TO PMAM
CORPORATION FOR AN INITIAL THREE YEAR PERIOD.

***Agenda Date:** 06/02/2021

Agenda Number: 1.

Internal Notes:

Attachments: 1. PM AM Corporation-False Alarm Billing (Vendor Executed), 2. Exhibit A - PD-21-02 False Alarm Billing and Collection Services, 3. Exhibit B - PM AM Corporation Submittal, 4. PD-21-02 Bid Tabulation, 5. Conflict of Interest Forms, 6. Summary Rankings and Score Sheets, 7. 03-30-2021 Meeting Minutes

1 City Commission 06/02/2021 approve Pass
Action Text: A motion was made to approve on the Consent Agenda
Aye: - 5 Mayor Ortis, Vice Mayor Good Jr., Commissioner Schwartz,
Commissioner Castillo, and Commissioner Siple
Nay: - 0

MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION
COMMITTEE AND TO AWARD RFP # PD-21-02 "FALSE ALARM BILLING AND
COLLECTION SERVICES" TO PMAM CORPORATION FOR AN INITIAL THREE YEAR
PERIOD.

PROCUREMENT PROCESS TAKEN:

- *Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."*

- *Section 35.15 defines a Request for Proposals as "A written solicitation for competitive sealed proposals with the title, date and hour of the public opening*

designated. A request for proposals shall include, but is not limited to, general information, functional or general specifications, a statement of work, proposal instruction and evaluation criteria. All requests for proposals shall state the relative importance of price and any other evaluation criteria. The city may engage in competitive negotiations with responsible proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than \$25,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."

- Section 35.19 of the City's Code of Ordinances is titled "SEALED COMPETITIVE BIDDING PROCEDURE."

- Section 35.19(A) states, "All sealed competitive solicitations as defined in §35.18 shall be presented to the City Commission for their consideration prior to advertisement."

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

1. On January 13, 2021, the City Commission authorized the advertisement of RFP # PD-21-02 "False Alarm Billing and Collection Services" which was advertised on January 19, 2021.
2. The purpose of this solicitation was to find a vendor to implement and collect false alarm fees and fines pursuant to the City's Code of Ordinances.
3. On February 16, 2021 the City opened two (2) proposals from the following vendors:

Vendor Name

PMAM Corporation
Alarm Program Services LLC

4. On March 30, 2021 the City convened an evaluation committee to evaluate the qualifications of the proposers based on the weighted criteria provided for in the RFP documents and listed below:

- Experience and Ability (25%)
- Previous Experience (25%)
- Firm's Understanding and Approach to the Work (20%)
- Project Cost (25%)
- Local Vendor Preference/Veteran Owned Small Business Preference (5%)

5. At the March 30, 2021 meeting, the evaluation committee ranked the vendors as shown below:

Rank	Vendor Name
1	PMAM Corporation
2	Alarm Program Services LLC

6. Based on the scoring results, the evaluation committee unanimously approved a motion to recommend the City Commission to award RFP # PD-21-02 "False Alarm Billing and Collection Services" to the first ranked vendor, PMAM Corporation.

7. PMAM Corporation will retain 20% of the revenue collected from false alarm fees.

8. PMAM Corporation has also completed the Equal Benefits Certification Form and has stated that the "Contractor currently complies with the requirements of this section."

9. Request Commission to approve the findings and recommendation of the Evaluation Committee and to award RFP # PD-21-02 "False Alarm Billing and Collection Services" to PMAM Corporation for an initial three year period.

FINANCIAL IMPACT DETAIL:

- a) Initial Cost:** 20% of revenue from false alarm fees.
- b) Amount budgeted for this item in Account No:** Funds are currently budgeted for this project in account # 001-521-3001-549357-0000-000-0000- (False Alarm Program). The City is entitled to 80% of the Revenue budgeted in False Alarm Fee Revenue account # 001-000-3001-342204-0000-000-0000
- c) Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) 5 year projection of the operational cost of the project:** Numbers below are estimates provided by the Police Department:

	CURRENT FY*	YEAR 2**	YEAR 3	YEAR 4	YEAR 5
REVENUES	\$77,097.00	\$102,675.00	\$94,461.00	\$86,904.12	

Agenda Request Form Continued (21-0265)

EXPENDITURES	\$15,419.40	\$20,535.00	\$18,892.20	\$17,380.82
NET REVENUE	\$61,677.60	\$82,140.00	\$75,568.80	\$69,523.30

e) Detail of additional staff requirements: Not Applicable.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2024

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 8144 Walnut Hill Lane, 16th Floor Dallas, TX 75231	CONTACT NAME: Hannah Booth PHONE (A/C, No, Ext): 469-373-3581 E-MAIL ADDRESS: Hannah.booth@MarshMMA.com		FAX (A/C, No): 713-780-6100													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Lloyd's Insurance Company</td> <td>38253</td> </tr> <tr> <td>INSURER B : Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER C : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Lloyd's Insurance Company	38253	INSURER B : Hartford Underwriters Insurance Company	30104	INSURER C : Continental Casualty Company	20443	INSURER D :		INSURER E :		INSURER F :
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INSURER F :																
INSURED PMAM Corporation 5430 LBJ Freeway Tower 3, Suite 370 Dallas, TX 75240	PMAMCORPO															

COVERAGES

CERTIFICATE NUMBER: 90630779

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		46SBALX2968	10/6/2022	10/6/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			46SBALX2968	10/6/2022	10/6/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			46SBALX2968	10/6/2022	10/6/2023	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	46WECDW8595	10/6/2022	10/6/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Cyber Liability			596666886	3/15/2023	3/15/2024	Aggregate \$1,000,000
A	EMPLOYMENT PRACTICES LIABILITY			46SBALX2968	10/6/2022	10/6/2023	Each Claim \$5,000 Aggregate \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured and Waiver of Subrogation per the Business Liability Coverage Form SS0008 attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Broad Form Endorsement-Extended Option WC990301, attached to this policy. Umbrella is follow form.

Cyber Liability Sublimits:

Third Party Liability Insuring Agreements:

Network Security & Privacy - Limit: \$1,000,000 / Retention: \$10,000 per claim

Privacy Regulation Proceeding - Limit: \$250,000 / Retention: \$10,000 per proceeding

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED PMAM Corporation 5430 LBJ Freeway Tower 3, Suite 370 Dallas, TX 75240	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

First Party Loss Insuring Agreements:
 Privacy Event Response - Limit: \$250,000 / Retention: \$10,000
 Extortion - Limit: \$250,000 / Retention: \$10,000
 Retroactive Date: 03/15/2016

City of Pembroke Pines is included as additional insured on General Liability policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/07/2021

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PRODUCER MARSH & MCLENNAN AGENCY LLC/PHS 46464042 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 FAX (888) 443-6112 (A/C, No, Ext):	
	E-MAIL ADDRESS:	
INSURED PMAM CORPORATION 5430 LYNDON B JOHNSON FWY STE 370 DALLAS TX 75240-2683	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Lloyd's Insurance Company 38253	
	INSURER B: Hartford Fire and Its P&C Affiliates 00914	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		46 SBA LX2968	10/06/2021	10/06/2022	EACH OCCURRENCE \$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			46 SBA LX2968	10/06/2021	10/06/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
							BODILY INJURY (Per person)
							BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			46 SBA LX2968	10/06/2021	10/06/2022	EACH OCCURRENCE \$3,000,000
							AGGREGATE \$3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		46 WEC DW8595	10/06/2021	10/06/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
A	EMPLOYMENT PRACTICES LIABILITY			46 SBA LX2968	10/06/2021	10/06/2022	Each Claim Limit \$5,000 Aggregate Limit \$5,000

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CERTIFICATE HOLDER

City of Pembroke Pines
 601 CITY CENTER WAY
 PEMBROKE PINES FL 33025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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DATE (MM/DD/YYYY)
10/07/2021

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	INSURER A : Hartford Lloyd's Insurance Company		38253
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	INSURER C :		
	INSURER D :		
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INSURER F :			

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	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
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A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			46 SBA LX2968	10/06/2021	10/06/2022	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
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							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			46 SBA LX2968	10/06/2021	10/06/2022	EACH OCCURRENCE	\$3,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE	\$3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	46 WEC DW8595	10/06/2021	10/06/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. The City of Pembroke Pines is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

City of Pembroke Pines
 601 CITY CENTER WAY
 PEMBROKE PINES FL 33025-4459

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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CERTIFICATE OF LIABILITY INSURANCE

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10/07/2021

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	E-MAIL ADDRESS:		
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							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			46 SBA LX2968	10/06/2021	10/06/2022	EACH OCCURRENCE	\$3,000,000
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CERTIFICATE HOLDER

City of Pembroke Pines
 13975 PEMBROKE RD
 PEMBROKE PINES FL 33027-3488

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AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

May 18, 2021

City of Pembroke Pines
601 CITY CENTER WAY
PEMBROKE PINES FL 33025-4459

Account Information:

Policy Holder Details :	PMAM CORPORATION
--------------------------------	------------------



Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (866) 467-8730

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/18/2021

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	E-MAIL ADDRESS:		
INSURED PMAM CORPORATION 5430 LYNDON B JOHNSON FWY STE 370 DALLAS TX 75240-2683	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A : Hartford Lloyd's Insurance Company		38253
	INSURER B : Hartford Fire and Its P&C Affiliates		00914
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS	
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		46 SBA LX2968	10/06/2020	10/06/2021	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			46 SBA LX2968	10/06/2020	10/06/2021	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			46 SBA LX2968	10/06/2020	10/06/2021	EACH OCCURRENCE	\$3,000,000
							AGGREGATE	\$3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	46 WEC DW8595	10/06/2020	10/06/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	EMPLOYMENT PRACTICES LIABILITY			46 SBA LX2968	10/06/2020	10/06/2021	Each Claim Limit	\$5,000
							Aggregate Limit	\$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. The City of Pembroke Pines is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

City of Pembroke Pines
 601 CITY CENTER WAY
 PEMBROKE PINES FL 33025-4459

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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